



DAVID SANDERS, PH.D.
Director

County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

August 12, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Board of Supervisors

GLORIA MOLINA
First District

YVONNE BRATHWAITE BURKE
Second District

ZEV YAROSLAVSKY
Third District

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MICHAEL D. ANTONOVICH
Fifth District

Dear Supervisors:

**REQUEST TO ACCEPT FIVE GRANTS FROM THE UNITED STATES
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO FUND
THE HOUSING PROGRAM FOR HOMELESS YOUNG PEOPLE
(ALL DISTRICTS) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Accept five (two year) HUD Supportive Housing Program (SHP) renewal grants (HUD VII-CA100034), (HUD VIII-CA16B100014), (HUD IX-CA16B100019), (HUD X-CA16B100059), (HUD XI-CA16B100029) totaling \$2,521,328 by authorizing the Director (or authorized designee) of the Department of Children and Family Services (DCFS) to execute five HUD Agreements with the Los Angeles Housing Services Authority (LAHSA) in substantially similar form to Attachment 1, and to certify and sign the necessary forms to execute the grant payments.
2. Authorize the Director (or authorized designee) to allocate \$742,404 in Independent Living Program (ILP) funds as matching funds for the five (5) HUD grants. The funding is included in the DCFS' FY 2003-04 Budget at no net County cost (NCC).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions will provide funding for transitional housing and supportive services over a two-year period to approximately 106 emancipating foster youth, including eight families with children. These youth do not have a family support structure to help them successfully transition from foster care to life as independent adults.

DCFS has ten (10) HUD grants that partially fund its Transitional Housing Program (THP). These ten grants (five of which are referenced herein) enable DCFS to provide 244 beds with supportive services which include temporary housing, employment training, job placement assistance, assistance in securing permanent housing, child care and related services to assist youth with making a successful transition from foster care to independent living.

Implementation of Strategic Plan Goals

The recommended actions are consistent with furthering the principles of the County Strategic Plan by improving the well-being of children and families in Los Angeles County as measured by the achievements in the following outcome area: economic well-being; (Goal # 5: Children and Families' Well-Being, Strategy #1 fully implement integrated service delivery initiatives to demonstrate substantial progress toward achieving improved outcomes for children and families).

FISCAL IMPACT/FINANCING

The amount of these five (5) HUD/LAHSa grants has remained about the same since the original grants were awarded to LAHSA in 1999. These five grants totaling approximately \$2.5 million have been budgeted as follows: \$1,245,665 for FY 2002-03 and the remaining \$1,275,665 for FY 2003-04.

There is a federal requirement of 20% matching funds for Supportive Services and 25% matching funds for Operations for the HUD/SHP grants.

DCFS has allocated \$742,404 in ILP funds as matching funds for the five (5) HUD grants in its FY 2003-04 Budget, at no NCC.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

DCFS currently manages ten HUD/SHP grants (HUD no. II, IV through XII). The five grants referenced in this Board Letter are designated as HUD numbers VII through XI.

DCFS is requesting Board approval to enter into Agreements with the LAHSA as sponsor of five (two year) renewal HUD grants awarded to LAHSA as grantee, to provide transitional housing services in Los Angeles County. LAHSA serves as the umbrella agency for Continuum of Care Assistance Programs designed to meet housing needs in the County and as such, submits one consolidated application to HUD for

homeless assistance on behalf of all jurisdictions and qualifying agencies in the City and County of Los Angeles that wish to participate. Under the Consolidated Application, one

Continuum of Care strategy is developed that includes all participating applicants and jurisdictions. DCFS participates as one of these agencies. Projects ultimately funded by HUD will be subject to LAHSA program administration and monitoring.

Once Board approval is received, the Director of DCFS will execute the attached Agreements with the Executive Director of LAHSA. The commencement and termination dates of the five grants are as follows:

- ◆ HUD VII-CA100034 January 1, 2002 through December 31, 2004
- ◆ HUD VIII-CA16B100014 April 1, 2002 through March 31, 2004
- ◆ HUD IX-CA16B100019 April 1, 2002 through March 31, 2004
- ◆ HUD X-CA16B100059 April 1, 2002 through March 31, 2004
- ◆ HUD XI-CA16B100029 April 1, 2002 through March 31, 2004

Although these grants are retroactive, an exemption to the timely filing rule applies as DCFS is receiving Federal funds. Due to difficulties that arose in the application process, DCFS did not receive these grant agreements from LAHSA until April 2003. Nonetheless, DCFS has continued to provide services under these agreements since the commencement dates of the grants, and will be reimbursed by LASHA for program expenses once these agreements are executed.

These Grant Agreements provide that the County of Los Angeles will indemnify LAHSA against liability or expenses arising from or connected with services performed under these Agreements.

Five grant management statements, one for each of the five grants, are attached to this Board Letter (Attachments 2-6). These grant management statements have been reviewed by the Chief Administrative Office (CAO). This Board Letter has been reviewed by County Counsel and approved by the CAO.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

If DCFS did not accept these grant funds, the THP would not be able to continue to serve approximately 106 former foster youth in the THP now receiving services under these grants.

The Honorable Board of Supervisors
August 5, 2003
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CONCLUSION

Upon approval of this request, please instruct the Executive Officer/Clerk of the Board of Supervisors to send an adopted copy of this Board Letter to:

1. Department of Children and Family Services
Attention: Walter Chan, Contract Manager
425 Shatto Place, Ste. 200
Los Angeles, CA 90020
2. Department of Children and Family Services
Attention: Michael Olenick, Division Chief
Emancipation Services
3530 Wilshire Blvd., Ste. 400
Los Angeles, CA 90010
3. Office of the County Counsel
Children's Services Division
Attention: Rosemarie Belda, Principal Deputy
County Counsel
201 Centre Plaza Drive, Ste.1
Monterey Park, CA 91754

Respectfully submitted,

DAVID SANDERS, Ph.D.
Director

DS:MF:
MO:cmw

Attachments (5)

c: David E. Janssen
Lloyd W. Pellman
Violet Varona-Lukens

LOS ANGELES HOMELESS SERVICES AUTHORITY

**2001 SUPPORTIVE HOUSING PROGRAM
CONTRACT**

CONTRACTOR:

PROJECT NAME:

CONTRACT NUMBER:

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EXHIBIT LIST

- EXHIBIT A: PROJECT DESCRIPTION
- EXHIBIT B: PARTICIPANT ELIGIBILITY GUIDE
- EXHIBIT C: PROJECT BUDGET
- EXHIBIT D: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY &
VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS
- EXHIBIT E: FEDERAL CERTIFICATION REGARDING LOBBYING
- EXHIBIT F: CERTIFICATION REGARDING COMPLIANCE WITH THE AMERICANS WITH
DISABILITIES ACT
- EXHIBIT G: INSURANCE REQUIREMENTS
- EXHIBIT H: LAHSA SMALL\INFORMAL BIDS FORM
- EXHIBIT I: EQUAL BENEFITS ORDINANCE
- EXHIBIT J: ANNUAL PROGRESS REPORT
- EXHIBIT K: LAHSA's CONTRACTOR ACCOUNTING & ADMINISTRATION HANDBOOK
- EXHIBIT L: 24 CFR PART 583
- EXHIBIT M: 24 CFR PART 84
- EXHIBIT N: SUPPORTIVE HOUSING PROGRAM DESK GUIDE

**LOS ANGELES HOMELESS SERVICES AUTHORITY
2001 SUPPORTIVE HOUSING PROGRAM (SHP)**

THIS CONTRACT is made and entered into by and between the Los Angeles Homeless Services Authority, (hereinafter "LAHSA"), and, **Name of Agency**, (hereinafter "Contractor").

WITNESSETH THAT:

WHEREAS, the United States of America, through its Department of Housing and Urban Development (HUD) released a Notice of Funding Availability (NOFA) published in the Federal Register on February 26, 2001;

WHEREAS, LAHSA responded to the NOFA by submitting a consolidated application for the County of Los Angeles with the exception of Glendale, Long Beach and Pasadena;

WHEREAS, HUD conditionally selected certain projects for funding pending completion of the Technical Submission by Contractor;

WHEREAS, HUD awarded funds to certain projects in the LAHSA application upon approval of the Technical Submission, including this project;

WHEREAS, HUD has entered into various grant agreements with LAHSA, to execute HUD's Supportive Housing Program (SHP), which includes this project, under Title IV, of the Stewart B. McKinney Homeless Assistance Act of 1987, Subtitle C, as amended, hereinafter called the "Act"; and

WHEREAS, Contractor desires to participate in said program and is qualified by reason of experience, preparation, organization, staffing and facilities to provide services;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

1. DEFINITIONS

The following terms have the following meanings wherever used in this Agreement, attached exhibits, or documents incorporated into this Agreement by reference:

“AGREEMENT” means this legally binding contract entered into between LAHSA and Contractor.

“BUDGET” means the budget for activities set forth in this Agreement.

“CASH MATCH” means cash payment for acquisition, rehabilitation, new construction, supportive services, and operations of the project funded by SHP funds.

“CITY” means the City of Los Angeles, a municipal corporation.

“COUNTY” means the County of Los Angeles, a body corporate and politic and political subdivision of the State of California.

“EQUIPMENT” means tangible nonexpendable personal property including exempt property charged directly to the award having a useful life of more than one year and an acquisition cost of \$500 or more per unit.

“HOMELESS INDIVIDUAL” “HOMELESS PERSON” as defined by the Stewart McKinney Homeless Assistance Act of 1987 means an individual who lacks a fixed, regular, and adequate night-time residence; and an individual who has a primary night-time residency that is: a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels congregate shelters, and transitional housing for the mentally ill); an institution that provides a temporary residence for individuals intended to be institutionalized; or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings. This term does not include any individual imprisoned or otherwise detained under an Act of Congress or a state law.

“HUD” means the United States Department of Housing and Urban Development.

“LAHSA” means the Los Angeles Homeless Services Authority of the City and County of Los Angeles.

“OPERATING START DATE” means the date when participants begin to receive housing and/or services. For renewal projects, the operating start date is the date following the last day of the grant being renewed.

“PERSONAL PROPERTY” means property of any kind except real property. It may be tangible, having physical existence, or intangible, having no physical existence, such as copyrights, patents, or securities.

“PROJECT” means the acquisition, rehabilitation, new construction, operation and/or real property leasing of a facility and the provision of supportive services to homeless persons. Any one of these activities constitutes a project.

“PROJECT COSTS” means any and all costs, fees or expenses in connection with the operations of the project.

“PROPERTY” consists of the real property described in Exhibit A attached hereto and incorporated herein by this reference.

“PROPOSAL” means the documents that were submitted by Contractor in response to the Request for Proposals released by LAHSA under the 2001 SuperNOFA. These documents constitute the basis of which a grant was approved by HUD. Said documents include the certifications and assurances and any information or documentation required to meet any grant award conditions. The proposal is incorporated herein as a part of this Agreement.

“SUPPORTIVE HOUSING PROGRAM” (SHP) means that program designed to promote the development of supportive housing and supportive services to assist homeless persons in the transition from homelessness and enable them to live as independently as possible.

“TECHNICAL SUBMISSION” means the documents that Contractor submitted to LAHSA as part of the second phase of the 2001 SuperNOFA. Said documents include the certifications and assurances and any information or documentation required to meet any grant award conditions. The technical submission is incorporated herein as a part of this Agreement.

1. PARTIES

The parties of this Agreement are:

- A. The Los Angeles Homeless Services Authority, a Joint Powers Authority, having its office at 548 South Spring Street, Suite 400, Los Angeles, California 90013.
- A. The Contractor, a nonprofit institution incorporated under the laws of the State of California and known as **Name of agency**, having its principal office at, **administrative address**, Los Angeles, CA **zip code**.

1. CONDITIONS PRECEDENT

Prior to the execution of this Agreement, the Contractor shall provide LAHSA with copies of the following documents:

- A. A Certification Regarding Debarment, attached hereto as Exhibit D.
- A. A Certification and Disclosure Regarding Lobbying, attached hereto as Exhibit E and incorporated herein by the reference.

- A. A Certification Regarding Compliance With The Americans With Disabilities Act (42 U.S.C. 11201 et seq, and its implementing regulations), as evidenced by the execution of a certification to this Agreement, attached hereto as Exhibit F and incorporated herein by the reference.
- A. Certificate of Insurance containing coverage as specified in Exhibit G attached hereto and incorporated herein by the reference.
- A. Internal Revenue Service taxpayer identification number
- 1. CONTRACT ADMINISTRATION
The Executive Director of LAHSA, or his designee, shall have full authority to act for LAHSA in the administration of this Agreement on behalf of LAHSA.
- 1. SCOPE OF SERVICES
The Contractor shall perform all the services set forth in the Project Description, Exhibit A of this Agreement, attached hereto and incorporated herein by this reference. Further, Contractor shall provide all the services detailed in the proposal and technical submission.
- 1. TIME OF PERFORMANCE
This Agreement shall run from the end of the Contractor's final operating year under the original grant agreement for a period of two (2) years, subject to the termination provisions herein. This Agreement shall begin on **type begin date** and expire on **type end date**.
- 1. ELIGIBLE PARTICIPANTS
 - A. Contractor shall provide services to homeless persons as defined in the Stewart B. McKinney Homeless Assistance Act of 1987.
 - A. Further, Contractor must maintain adequate documentation to demonstrate the eligibility of persons served using Supportive Housing Program funds. Contractor shall document said eligibility according to the Participant Eligibility attached hereto as Exhibit B and incorporated herein by this reference.
- 1. COMPENSATION
 - A. LAHSA will pay Contractor an amount of money not exceeding the sum of **write out amount** dollars (**\$provide amount in digits**), which payment shall constitute full and complete compensation for Contractor's services under this Agreement. Said funds shall be spent according to the budget contained in Exhibit C, attached hereto and incorporated herein by this reference.
 - A. Funding as set forth by the foregoing subsection A is subject to change in accordance with the availability of grant funds provided to LAHSA by HUD. Further, LAHSA reserves the right to change the amount of compensation set forth herein in the event that HUD decreases funding available for this project.

- A. Funds available for each program year is conditioned upon continuing satisfactory performance in accordance with this Agreement and LAHSA's fiscal and programmatic monitoring.
- A. LAHSA assumes no responsibility to pay for expenses not specifically enumerated in Exhibit C of this Agreement. LAHSA shall not pay for any costs incurred by Contractor that are paid with other funds. Further, Contractor understands that LAHSA makes no commitment to fund this project beyond the term of this Agreement.
- A. Funds paid to the Contractor pursuant to this Agreement shall be deposited in a bank and shall be insured fully and continuously. No interest income should be earned on such funds. If there is interest earned, it must be managed as required by HUD and returned to LAHSA in accordance with section 21 of this Agreement.

1. METHOD OF PAYMENT

- A. Contractor shall be reimbursed and/or receive thirty (30) day advance payments, for expenses authorized under the terms and conditions of this Agreement, subject to availability of funds for this project and subject to all other provisions of this Agreement. Contractor shall not receive an advance payment for the last month of the contract term.
- A. Monthly invoices shall be submitted to LAHSA by the 15th calendar day following of the end of the month in which the costs were incurred. In the event that the Contractor submits invoices for reimbursement late, LAHSA may withhold liquidated damages from such reimbursement. A percentage of the otherwise reimbursable expenses will be withheld as liquidated damages according to the following schedule:

<u>Calendar Days Late</u>	<u>Liquidated Damages</u>
1-14	10% of late invoice(s)
15-28	20% of late invoice(s)
29-42	30% of late invoice(s)
43-56	50% of late invoice(s)
57-70	75% of late invoice(s)
71-84	100% of late invoice(s)

- A. LAHSA will consider reasonable written requests for extension of time to submit invoices for reimbursement. Requests for extension of time must be received by LAHSA within five (5) days of the end of the month in which costs were incurred. LAHSA will respond in writing to the request for extension of time. In the event that LAHSA fails to respond or responds late to a request for extension of time, such request is deemed to be denied within five (5) days of receipt of the request for extension of time. In the event that a request for extension of time is deemed to be denied or actually denied, Contractor must comply with subsection B above.
- A. Said invoice shall be in form and detail satisfactory to LAHSA. In the event that Contractor does not expend all of the funds received pursuant to any monthly invoice, it

shall so note and make due credit and allowance therefor upon its invoice for the following month.

- A. Expenditures made by Contractor in the operation of this Agreement shall be in strict compliance and conformity with the Budget set forth in Exhibit C, unless prior written approval for an exception is obtained from LAHSA.

1. DISBURSEMENT OF FUNDS

LAHSA shall disburse funds under this Agreement to Contractor as follows:

- A. Real Property Leasing: Contractor shall request funds for real property leasing on a monthly basis.
- A. Operations and Supportive Services: Contractor shall request funds for operating and supportive services on a monthly basis.
- A. Administrative Funds: Contractor may use up to five (5) percent of the grant amount for administrative costs. Said costs include the costs associated with accounting for the use of grant funds, preparing reports for submission to LAHSA and HUD, obtaining program audits, similar costs related to administering the grant after the award, and staff salaries associated with these administrative costs. The amount billed shall not exceed 5% of the expenses leasing, operations and supportive services.

1. RESTRICTION ON DISBURSEMENTS

No money received pursuant to this Agreement by the Contractor shall be disbursed to any subcontractor except pursuant to a written agreement that incorporates any and all applicable contract requirements as set forth in this Agreement.

1. CASH MATCH FOR SUPPORTIVE SERVICES

- A. Contractor must provide a cash payment for twenty (20) percent of the project's supportive services budget annually. Contractor shall spend the cash match as set forth in the Technical Submission and Exhibit C of this Agreement.
- A. Further, Contractor shall document its use of the required cash match on a monthly basis. The amount of cash match used during the program year shall be indicated in the invoice to LAHSA. Contractor must demonstrate that it has met its cash match requirement by the 10th month of the program year. In the event that Contractor fails to demonstrate the existence said cash match by the 10th month, LAHSA shall:
 - i) deobligate funds from invoices submitted to LAHSA for payment in order to ensure that Contractor meets the required cash match; or
 - ii) discontinue payments to Contractor until the required cash match is met.
- A. In addition, Contractor shall provide documentation of firm commitments of the cash resources allocated for the subsequent program year by the 10th month of the current program year. LAHSA shall verify the utilization of the cash match through desk

reviews and on-site monitoring visits. The cash match for supportive services must be for the payment of eligible supportive services.

- A. In the event that Contractor does not meet the requirement aforementioned in subsections A, B and C, LAHSA reserves the right to suspend or terminate this Agreement.

1. CASH MATCH FOR OPERATIONS

- A. Contractor must provide a cash payment for fifty percent (50%) of the project's operations budget annually. Contractor shall spend the cash match as set forth in the Technical Submission and Exhibit C of this Agreement.

- A. Further, Contractor shall document its use of the required cash match on a monthly basis. The amount of cash match used during the program year shall be indicated in the invoice to LAHSA. Contractor must demonstrate that it has met its cash match requirement by the 10th month of the program year. In the event that Contractor fails to demonstrate the existence said cash match by the 10th month, LAHSA shall:

- i) deobligate funds from invoices submitted to LAHSA for payment in order to ensure that Contractor meets the required cash match; or
 - ii) discontinue payments to Contractor until the required cash match is met.

- A. In addition, Contractor shall provide documentation of firm commitments of the cash resources allocated for the subsequent program year by the 10th month of the current program year. LAHSA shall verify the utilization of the cash match through desk reviews and on-site monitoring visits. The cash match for operations must be for the payment of eligible operations activities.

- A. In the event that Contractor does not meet the requirement aforementioned in subsections A, B and C, LAHSA reserves the right to suspend or terminate this Agreement.

1. LEVERAGING

- A. In the event that Contractor proposed to provide leveraging in the project funded herein, Contractor shall comply with the leveraging commitments specified in the proposal, Technical Submission and Exhibit C of this Agreement.

- A. Further, Contractor shall document the utilization of leveraged resources on a quarterly basis in a document provided by LAHSA. LAHSA shall verify the utilization of the leveraged resources through desk reviews and on-site monitoring visits.

1. WITHHELD PAYMENTS

- A. Unearned payments under this Agreement may be suspended or terminated if grant funds to LAHSA are suspended or terminated, or if the Contractor refuses to accept additional conditions imposed on it by HUD or LAHSA.

- A. LAHSA has the authority to withhold funds under this Agreement pending a final determination by LAHSA of questioned expenditures or indebtedness to LAHSA arising

from past or present agreements between LAHSA and the Contractor. Upon final determination by LAHSA of disallowed expenditures or indebtedness, LAHSA may deduct and retain the amount of the disallowance or indebtedness from the amount of the withheld funds.

- A. Payments to the Contractor may be withheld by LAHSA if the Contractor fails to comply with the provisions of this Agreement.

1. RETURN OF UNEXPENDED FUNDS AND CLOSE-OUTS

- A. The Contractor shall, either upon completion or termination of this Agreement, immediately return any unexpended funds to LAHSA no later than forty-five (45) calendar days after completion or termination of this Agreement. If LAHSA determines that funds advanced to Contractor are in excess of the amount actually required, Contractor shall immediately return said funds to LAHSA.
- A. The Contractor agrees to complete all necessary financial close out procedures required by LAHSA, within a period of not more than forty-five (45) calendar days from the expiration date of this Agreement. This time period will be referred to as the financial close out period. LAHSA is not liable to provide reimbursement for any expenses or costs associated with this Agreement after the expiration of the financial close out period. After the expiration of the financial close out period, those funds not paid to the Contractor under this Agreement, if any, shall be immediately recaptured by HUD.
- A. The Executive Director, or his designee, may request a final financial audit for activities performed under this Agreement at the expiration of the financial close out period in the event that Contractor repeatedly incurs disallowed costs and/or repeatedly submits inaccurate invoices to LAHSA during the term of this Agreement.

1. FUNDING REDUCTION

- A. LAHSA reserves the right to revise this Agreement in order to take into account actions affecting HUD program funding. In the event of funding reduction, LAHSA may reduce the budget of this Agreement, as a whole or as to a cost category, may limit the rate of the Contractor's authority to commit and spend funds, or may restrict the Contractor's use of both its uncommitted and its unspent funds.
- A. In no event, however, shall any revisions made by LAHSA affect expenditures and legally binding commitments made by the Contractor before it received written notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable, and that such commitments are consistent with HUD cash withdrawal guidelines.

1. FISCAL ACCOUNTABILITY

- A. Contractor agrees to manage moneys received through LAHSA in accordance with sound accounting policies; incur and claim only eligible costs for reimbursement; adhere to accounting standards established in OMB Circulars A-110, A-122 and A-133; and adhere

to LAHSA's Contractor Accounting and Administration Handbook, attached hereto as Exhibit K and incorporated herein by this reference.

- A. Contractor must establish and maintain on a current basis, an accrual accounting system in accordance with Generally Accepted Accounting Principles and Standards. Further, Contractor must develop an accounting procedures manual. Said manual shall be made available to LAHSA upon request or during fiscal monitoring visits.
- A. Eligible expenditures shall be supported by properly executed invoices, time records, receipts, purchase vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. Checks, payrolls, invoices, vouchers, purchase orders, or other accounting documents shall be clearly identified and readily accessible to LAHSA representatives.
- A. Invoices shall be accurate and complete in all respects. Should inaccurate or incomplete reports be submitted to LAHSA, LAHSA may require the Contractor to secure the services of a licensed accountant. Cost of such accounting services are to be borne by the Contractor and are not to be reimbursed from the funds authorized by this Agreement, unless specifically agreed to between the Contractor and LAHSA in a written agreement.

1. REVENUE DISCLOSURE REQUIREMENT

Upon request, Contractor shall file with LAHSA, a written statement listing all revenue received, or expected to be received, by Contractor from Federal, State, County, City, Private or LAHSA sources, or other governmental agencies, and applied, or expected to be applied, to offset, in whole or in part, any of the costs incurred by Contractor in operating the project funded herein. Such statement shall reflect the name, the dollar amount of funding provided, or to be provided, and the full name and address of each governmental agency.

1. LIMITATIONS ON USE OF SUPPORTIVE HOUSING PROGRAM FUNDS

Contractor may not use Supportive Housing Program funds to lease property that it already owns. Further, Contractor may not lease property owned by a parent, a sibling, a spouse, a board member, a subsidiary organization, or any other individual or entity that has a direct role in the provision of services and/or housing to the project. Leasing funds may not be used to pay Contractor's mortgage or other costs of building operations. Leasing funds may only be used to pay for the actual costs of leasing a structure or unit.

1. INTEREST EARNED

In the event that Contractor earns or receives interest on funds deposited under this Agreement, Contractor shall remit any and all interest to LAHSA at the end of each program operating year.

1. NOTICES

- A. All notices shall be served in writing, each party shall notify the other of any significant changes relating to this project within 48 hours. The notices to the Contractor shall be sent to the contractor representative at the following address:

First & Last Name, Executive Director

Agency Name
Administrative Address (check technical submission)
City, CA zip code

- A. Notices, reports and statements to LAHSA shall be delivered or sent to the Executive Director or his designee at:

Mitchell Netburn, Executive Director
Los Angeles Homeless Services Authority
548 South Spring Street, Suite 400
Los Angeles, CA 90013

1. INDEPENDENT CONTRACTOR

Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever, including workers' compensation liability.

1. GRIEVANCE PROCEDURES

- A. Contractor shall maintain a written set of policies and procedures for the resolution of all grievances. These policies and procedures shall be freely available to all program participants and staff. Copies of the grievance policies and procedures shall be clearly marked and made available to the program participants during intake. A summary of the program grievance resolution policies and procedures shall be prominently displayed in common area(s) in the facility.
- A. Contractor shall identify an individual to whom all grievances arising between program participants and agency staff and/or grievances regarding operations of the program shall be referred for resolution. This individual shall be clearly identified to agency management, staff and program participants.
- A. Contractor's grievance resolution policies and procedures shall include but are not limited to the following:
- i) The name and title of the staff person responsible for grievance resolution and how they are contacted.
 - i) A procedure for hearing all grievances within 72-hours of a complaint being made, including the gathering of facts and testimony from other participants and staff.
 - i) A confidential area where grievances may be heard.
 - i) A centralized and coherent system of documenting grievances. The documentation shall contain a description of the grievance and the resolution or disposition of said grievance. Said documentation shall be retained in a central

dispute or grievance file, which file shall be made available to LAHSA upon request.

- i) A procedure for referring all unresolved grievances to an outside grievance resolution service within 48-hours of the meeting between the complainant and the staff person responsible for the resolution of grievances. If the project is located within the City of Los Angeles, Contractor may elect to use the following resolution service:

Avis Ridley-Thomas
Dispute Resolution Program
200 N. Main, City Hall East, 16th Floor
Los Angeles, CA 90012
Telephone: (213) 485-8324

1. PROGRAM INCOME

- A. LAHSA reserves the right to determine the disposition of any program income accumulated under the project set forth in Exhibit A. Said disposition may include LAHSA taking possession of said program income.
- A. Contractor may also use program income in the manner specified in 24 CFR Part 583.315 (b) and other applicable Federal regulations including but not limited to 24 CFR Part 84.24 and OMB Circular A-110.

1. COMPETITIVE BID REQUIREMENTS

- A. Procurement of goods and services under \$100,000 shall be conducted by soliciting bids through the small purchase procedures method of procurement (i.e. informal procurement). Contractor shall use LAHSA's Small/Informal Bid Form, attached herein as Exhibit H and incorporated herein by reference. A minimum of three quotes must be obtained and documented on said form.
- A. Goods and services covered under this section include but are not limited to: administrative services, social services, supplies, printing, equipment, consultants, contract employees, program services and facility rentals.
- A. Contractor must purchase and/or lease goods and services from the lowest responsible bidder.
- A. Procurement of services and goods of \$100,000 or over requires a competitive bid process with a Request for Bids (RFB), except in the case of sole source contractors, described in section 27 of this Agreement. The RFB issued by Contractor shall be in accordance with the procurement procedures specified in 24 CFR 84.44 attached hereto as Exhibit M and incorporated herein by this reference.

1. NON-COMPETITIVE SOLE SOURCE BIDS

- A. Sole source bids for supplies and services contracts may be accepted only when the award of a contract is not feasible using the above RFB procedure. Any procurement based on non-competitive bids shall be supported by written justification.
- A. Circumstances under which a contract may be awarded by non-competitive bids include but are not limited to the following:
 - i) The item or service is only available from a single source; or
 - ii) After solicitation of a number of sources, competition is determined to be inadequate; or
 - iii) An immediate emergency exists that seriously threatens the public health, welfare, or safety, or endangers property. The emergency procurement shall be limited to those supplies or services necessary to meet the emergency; or
 - iv) The building owner or manager of a facility leased by Contractor requires a specific experienced vendor for building related services such as wiring or equipment installation.

1. SUBCONTRACTS

- A. For the purpose of this Agreement, subcontracts shall include, but not be limited to, purchase agreements, lease or rental agreements (excluding real property agreements), third party agreements, consultant services subcontracts, and construction subcontracts. Subcontracts entered into in the performance of this Agreement shall:
 - i) Be subject to the terms and conditions set forth in this Agreement. LAHSA shall require incorporation of the applicable provisions in a written agreement.
 - ii) Specifically prohibit assignment or transfer of interest without prior written approval by LAHSA.
 - iii) Specifically provide proof, when applicable, of qualifications necessary, appropriate permits and/or business licenses.
 - iv) Specifically provide parties to the subcontract, a full description of the exact scope of services to be performed, the length of time, and compensation for services rendered.
- A. Under no circumstances shall the Contractor enter into Cost-Plus-a-Percentage-of-Cost subcontracts.

1. EQUIPMENT

Contractor shall manage equipment as specified in 24 CFR Part 84.34 and OMB Circular A-110.

1. PROGRAM EVALUATION

- A. Contractor shall make available for inspection during the term of this Agreement and for a period of five (5) years thereafter financial and all other records pertaining to performance of this Agreement to authorized HUD and/or LAHSA representatives. Further, Contractor shall allow said representatives to inspect and monitor its facilities and program operations, including the interview of Contractor staff and program participants.
- A. Program evaluation includes but is not limited to: a review on the effectiveness and impact of the program; a review of the internal systems such as reporting tools,

accounting system, tracking systems, and techniques developed by Contractor to serve homeless persons.

1. PROGRAM MONITORING

- A. Authorized representatives of HUD and/or LAHSA shall monitor Contractor's performance and conduct program progress reviews at any time during the term of this Agreement. Said representatives shall provide ample written notice to Contractor for all announced visits, observe client confidentiality rules and shall have the right of access to all activities and facilities operated by the Contractor under this Agreement.
- A. Facilities include all client files, records, personnel files and other documents related to the performance of this Agreement. The review of personnel files for staff under this Agreement shall be limited to job descriptions and résumés. In addition, Contractor shall ensure that clients sign a release that authorizes LAHSA and HUD representatives to review client files. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, interviews with staff and clients, and observation of on-going program functions. The Contractor will insure the cooperation of its staff and board members in such efforts.
- A. In order to facilitate monitoring visits, Contractor shall maintain at all times a roster of all clients who entered the program during the program year. Said roster shall specify the client name or unique identifier used to track clients, the date the client entered the program and the date the client exited the program.
- A. Monitoring visits will consist of announced and unannounced visits focusing on the extent to which the proposed program has been implemented, measurable goals achieved, effectiveness of program administration and management.
- A. LAHSA may also provide capacity building to the extent feasible and agreeable to both parties during the term of the Agreement to help improve programmatic and fiscal compliance.

1. FISCAL MONITORING

- A. HUD and/or LAHSA or its authorized representatives reserve the right to dispatch auditors of its choosing to any site where any phase of the program is being conducted, controlled or advanced in any way, tangible or intangible. Said site may include the home office, any branch office or other locations of the Contractor if such site or the activities performed thereon have any relationship to the project funded herein. Said representatives shall provide ample written notice to Contractor for all announced visits.
- A. Contractor shall make available at all times during the term of this Agreement and for a period of five (5) years thereafter, for the purpose of audit or inspection, any and all books, financial documents, papers, records, property, and premises of the Contractor. The Contractor's staff will cooperate fully with authorized auditors when they conduct

audits and examinations of the Contractor's program. A financial audit of the Contractor's performance under this Agreement shall be conducted at LAHSA's discretion.

1. MONITORING REPORTS

LAHSA shall issue a monitoring report following the fiscal and program monitoring reviews. The report shall state whether Contractor is in compliance or not. If the Contractor is not in compliance, the report shall specify the problems noted during the review. The report shall also:

- i) Fully and correctly identify the finding.
- ii) Cite program requirements or applicable regulations that have been violated.
- iii) Specify corrective actions that must be taken.
- iv) Include a deadline for responding to the monitoring letter and also for correcting each finding identified in the monitoring report.

1. AUDITS

A. In the event that Contractor spends an aggregate of \$300,000.00 (three hundred thousand dollars) or more of federal funds in a fiscal year, Contractor shall have conducted within nine (9) months after the close of Contractor's fiscal year, an audit in accordance with OMB Circular A-133.

A. The Contractor, no later than fifteen days after receipt of the final audit report, shall submit a copy of the audit report to LAHSA.

A. LAHSA reserves the right to impose sanctions for Contractor's failure to comply with the foregoing subsections A and B and other provisions of this Agreement.

1. AUDIT FINDINGS

A. Contractor agrees that in the event that the program established hereunder is subject to audit finding(s) by independent auditors, LAHSA, or appropriate Local, State and Federal audit agencies, it shall be responsible for complying with such finding(s). In the event that said findings have a fiscal impact on LAHSA, Contractor shall repay LAHSA the full amount of said finding(s).

A. If indications of misappropriation or misapplication of the funds of this Agreement cause LAHSA to require a special audit, the cost of the audit shall be borne by the Contractor and is not to be reimbursed from the funds authorized by this Agreement, unless specifically agreed to in writing by LAHSA.

1. DISALLOWED COSTS

A. In the event that a fiscal monitoring or special audit reveals that Contractor has received funds for questioned expenditures under this Agreement, LAHSA shall notify and provide Contractor the opportunity to justify said expenditures prior to making a final determination of disallowed costs.

- A. Upon final determination of disallowed costs, if any, Contractor agrees that it shall pay LAHSA in non-federal funds the amount of the disallowance within thirty (30) days of receipt of final notice from LAHSA. The disallowed costs may be paid in one lump sum or in increments as agreed upon in a repayment plan. Contractor understands that any repayment plan submitted is subject to LAHSA approval.

1. DEOBLIGATION

In the event HUD deobligates LAHSA from all or part of this grant as provided in 24 CFR 583.410 (c), LAHSA may deobligate the Contractor from all or parts of this grant for acquisition, rehabilitation, new construction, leasing costs, operating costs, supportive services or administrative costs.

1. RECORDS

- A. Records shall be maintained in accordance with requirements prescribed by LAHSA with respect to all matters covered by any subcontract. Such records shall be retained within Los Angeles County for a period of five (5) years after receipt of final payment under this Agreement, unless authorization to remove them is granted in writing by the LAHSA.
- A. Expenditures pertaining to subcontracts shall be supported by properly executed documents evidencing in detail the nature of the charges, including but not limited to receipts and invoices. These records shall be made available to LAHSA for copying, audit, and inspection at any time during normal business hours.
- A. At such times and in such forms as LAHSA may require, there shall be furnished to LAHSA such statements, records, reports, financial data and information as LAHSA may request pertaining to matters covered by any subcontract.

1. REPORTS

- A. Contractor shall submit quarterly program progress reports to LAHSA. Said reports shall provide quantifiable goals and objectives, in the form specified by LAHSA. Contractor shall submit said report to LAHSA within 30 days after each quarter ends.
- A. Contractor must submit to LAHSA an Annual Progress Report (APR), attached hereto as Exhibit J and incorporated herein by this reference, within 60 days after each program year ends. LAHSA shall provide training on how to complete the APR.

1. INSURANCE

- A. Without limiting Contractor's indemnification of LAHSA, Contractor shall provide and maintain at its own expense during the term of this Agreement a program of insurance satisfactory to LAHSA covering Contractor's operations hereunder as specifically defined in Exhibit G of this Agreement, attached hereto and incorporated herein by this reference.
- A. Contractor shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Contractor pursuant to this Agreement.

- A. Contractor shall be responsible for furnishing Officers and Directors insurance for its Board members in the amount specified in Exhibit I. Funds for said insurance shall be no less than 20% of the amount provided for project activities under this Agreement
- A. LAHSA reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required hereunder by giving Contractor ninety (90) days advance written notice of such change. If such change should result in substantial additional cost to Contractor, LAHSA agrees to negotiate additional compensation proportional to the increased benefit to LAHSA.
- A. Failure on the part of Contractor to procure or maintain required insurance shall constitute a material breach of contract under which LAHSA may immediately take any of the following actions:
 - i) Withhold payment of all invoices submitted to LAHSA for reimbursement;
 - i) At its discretion, LAHSA may procure or renew such insurance and pay any and all premiums in connection therewith. All moneys so paid by LAHSA shall be repaid by the Contractor to LAHSA upon demand or LAHSA may offset the cost of the premiums against any moneys due to the Contractor from LAHSA;
- i) LAHSA may suspend this Agreement as specified in section 72 of this Agreement until such time that insurance is provided by Contractor.

1. INDEMNIFICATION

The Contractor agrees to indemnify, defend and save harmless LAHSA and the City and County of Los Angeles, and their respective agents, officers and employees from and against any and all liability expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with the Contractor's operations, or its services hereunder, including any workers' compensation suits, liability or expense arising from or connected with services performed on behalf of Contractor by any person pursuant to this Agreement.

1. COMPLIANCE WITH LAWS

- A. All parties agree to be bound by applicable Federal, State, and local laws, ordinances, regulations and directives as they pertain to the performance of this Agreement including but not limited to required licenses or permits. Contractor further assures and certifies that it shall comply with all applicable program regulations and guidelines.
- A. Applicable regulations, policies, and guidelines subject to the performance of this Agreement include but are not limited to: the Act; 24 CFR Part 583 attached herein as Exhibit L and incorporated herein by this reference, 24 CFR Parts 44, 45, 84 and 85; Uniform Administrative Requirements, (September 13, 1994); U.S. Office of Management and Budget (OMB) Circular numbers A-110, A-122, A-133; HUD's SHP Desk Guide, and LAHSA's Contractor Accounting and Administration Handbook, and any amendments thereto.

1. PROPERTY MAINTENANCE STANDARDS

The Contractor providing services under this Agreement must ensure that sufficient property maintenance shall be provided to the facility where services are being provided, as specified in 24 CFR Part 583.300(b) and 24 CFR Part 84.30.

1. ASSIGNMENT

This Agreement is not assignable by Contractor without the express written consent of LAHSA. Any attempt by Contractor to assign any performance of the terms of this Agreement shall be null and void and shall constitute a material breach of this Agreement.

1. OVERTIME WORK

Unless specifically stated within this Agreement or authorized by LAHSA in writing, overtime work expenditures shall not be incurred by the Contractor under this Agreement.

1. STAFF TRAVEL

Contractor may incur expenditures for travel in accordance with OMB Circular A-122.

1. LIMITATION OF CORPORATE ACTS

The Contractor shall not move to dissolve, transfer any assets derived from funds provided herein or take any other steps which may materially affect the performance of this Agreement without first notifying LAHSA in writing. The Contractor shall notify LAHSA within seventy-two (72) hours, in writing of any change in the Contractor's corporate name.

1. EMPLOYMENT OF KEY PERSONNEL

A. For the purpose of this Agreement, the Executive Director, Project Director and Chief Financial Officer needed in support of this Agreement shall be considered Key Personnel. Substitute or replacement personnel hired by Contractor or collaborating subcontractor agencies shall meet the same qualifications as staff identified in the proposal, technical submission and contract budget. Contractor warrants that it shall replace all key personnel with equally or better qualified staff and shall notify LAHSA of any such change.

A. Contractor shall ensure that all staff persons providing professional services needed in support of this project shall have appropriate licenses required by Federal, State and local laws. For the purpose of this Agreement, professional services shall constitute services rendered by persons who are members of a particular profession or possess a special skill. Professional services include but are not limited to: medical services, mental health services, accounting services, and legal services.

1. CONTRACTOR PERSONNEL

- A. Contractor shall employ persons meeting the qualifications for those positions listed in the proposal, technical submission and contract budget. The Contractor shall not use funds provided under this Agreement to pay salaries in excess of the maximum salary designated for each position as listed in the budget.
- A. Deviation of the foregoing limitations shall be in accordance with provisions specified in section 9 subsection E and sections 63 and 64 of this Agreement.

1. INSTALLATION OF PUBLIC ASSISTANCE SIGN

The Contractor shall install for public display upon the project premises, a sign identifying the Contractor as a service provider of homeless services. In the event that Contractor is operating a program for persons fleeing domestic violence, a sign identifying the Contractor as a service provider of homeless services is not required. All other exceptions to this provision must be approved by LAHSA.

1. CONFLICT OF INTEREST

- A. The Contractor, its agents and employees shall comply with all applicable Federal, State and local laws and regulations governing conflict of interest including, but not limited to, 24 CFR Part 85 and OMB Circular A-110.
- A. To this end, the Contractor will make available to its agents and employees copies of all applicable Federal, State and local laws and regulations governing conflict of interest.
- A. Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where such person knows or should have known that:
 - i) A member of such person's immediate family, or partner, or organization has a financial interest in the subcontract;
 - i) The subcontractor is an entity or someone with whom such person has or is negotiating any prospective employment; or
- A. The participation of such persons would be prohibited by the California Political Reform Act, California Government Code Section 87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract. The term "financial or other interest" includes but is not limited to:
 - i) Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - i) Any of the following interest in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or

more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

- A. The term "immediate family" includes but is not limited to those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, son-in-law, and daughter-in-law.
- A. The Contractor further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from an actual or potential subcontractor, supplier, a party to a subcontract, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- A. The Contractor shall not subcontract with a former director, officer, or employee within a one-year period following the termination of the relationship between said person and the Contractor.
- A. The Contractor shall disclose to LAHSA any relationship, financial or otherwise, direct or indirect, of the Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees. Further, Contractor shall disclose to LAHSA any relationship, financial or otherwise, direct or indirect its key personnel may have with its officers, directors or employees or their immediate family.
- A. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
- A. The Contractor warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
- A. The Contractor covenants that no member, officer or employee of Contractor shall have any interest, direct or indirect, in any contract or subcontract of the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
- A. The Contractor shall incorporate the foregoing subsections of this section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "Contractor" and "sub-subcontractor" for "Subcontractor".

1. DISCRIMINATION

No person shall, on the grounds of race, sex, creed, color, religion, age or disability or national origin, be excluded from participation in, be refused the benefits of, or otherwise be subject to discrimination in any activities, program or employment supported by this Agreement.

1. AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT PRACTICES

The Contractor shall make every effort to ensure that all projects funded wholly or in part by SHP funds shall provide equal employment and career advancement opportunities for minorities, women and small businesses. In addition, the Contractor shall make every effort to employ residents of the area in which this project is located and shall keep a record of the positions that have been created directly as a result of this project.

1. NEPOTISM

- A. Contractor shall avoid hiring or permitting the hiring of any person to fill a position funded through this contract if a member of that person's immediate family is employed in an administrative capacity by Contractor. For the purpose of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, stepparent and stepchild. The term "administrative capacity" means having selection, hiring, supervisory or management responsibilities, including but not limited to serving on the governing body of Contractor.
- A. In the event that Contractor hires a member of its immediate family, Contractor must ensure that said family member is supervised by staff who is not related to the family member. This provision also applies to immediate family members who are related to other staff.

1. EQUAL BENEFITS ORDINANCE

- A. During the performance of this contract, the contractor certifies and represents that the contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Contractor shall sign a Certification of Compliance with Equal Benefits Ordinance of the City of Los Angeles attached hereto as Exhibit I and incorporated herein by this reference.
- A. The contractor agrees to post a copy of Paragraph A hereof in a conspicuous place at its place of business available to employees and applicants for employment.
- A. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices to LAHSA, the awarding authority or the Office of the City Administrative Officer, for the purpose of investigation to ascertain compliance with the Equal Benefits Provisions of this contract, and on their or either of their request to provide evidence that it has complied or will comply therewith.
- A. The failure of any contractor to comply with the Equal Benefits Provisions of this contract may be deemed to be a material breach hereof. Such failure shall only be established upon a finding to that effect by LAHSA, the awarding authority, on the basis of its own investigation or that of the Office of the City Administrative Officer. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

- A. Upon a finding duly made that the contractor has breached the Equal Benefits Provisions of this contract, this contract may be forthwith canceled, terminated or suspended, in whole or in part, by LAHSA, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by LAHSA or the Office of the City Administrative Officer, that the said Contractor is an irresponsible bidder pursuant to the provisions of Section 386 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with LAHSA or the City of Los Angeles for a period of two years, or until it shall establish and carry out a program in conformance with the provisions hereof.
- A. Notwithstanding any other provisions of this contract, LAHSA and the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- A. Nothing contained in this contract shall be construed in any manner so as to require or permit any act that is prohibited by law.
- A. The equal benefits requirements of this section shall not apply to collective bargaining agreements in effect prior to the effective date of Section 10.8.2.1 of the Los Angeles Administrative Code. Amendments, extensions or other modifications of such collective bargaining agreements, occurring subsequent to the effective date of that section, shall incorporate the equal benefits requirements of that section.
- A. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the Contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with LAHSA.

1. RELIGIOUS AND POLITICAL ACTIVITIES

Contractor agrees that funds under this Agreement will be used exclusively for performance of the work required herein, and that no funds made available under this Contract shall be used to promote religious or political activities. Further, Contractor agrees that it will not perform, nor permit to be performed, any religious or political activities in connection with the performance of this Agreement.

1. AMERICANS WITH DISABILITIES ACT

- A. Contractor agrees to comply with the requirements of the Americans with Disabilities Act ("ADA") 42 U.S.C. 12101 and to ensure that its programs, services and activities are accessible to and usable by persons with disabilities. Contractor further agrees to provide for reasonable accommodations to allow qualified persons with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the ADA.

- A. Contractor will not discriminate against persons with disabilities nor against persons due to their relationship with a person with a disability. Contractor shall not enter into a contract or subcontract that discriminates, whether directly or indirectly, against persons with disabilities. Contractor shall sign and date Exhibit F attached herein and incorporated in this Agreement by reference.

1. CITIZEN PARTICIPATION

Contractor shall promptly provide all program data necessary for LAHSA to provide reports to citizens. Discussions will be held often enough so that the Contractor will be adequately apprised of citizen recommendations during the course of the program. Contractor representatives shall be available to respond to questions and receive recommendations at local meetings when so requested by the Executive Director or his designee.

1. FEDERAL LOBBYIST REQUIREMENTS

- A. The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents. A Certification Regarding Lobbying is attached hereto as Exhibit E and incorporated herein by this reference.

- A. The Contractor must certify in writing that it is familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.

- A. Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements shall be subject to civil penalties.

1. CERTIFICATION REGARDING DEBARMENT

In accordance with Federal regulations regarding debarment as contained in Executive Order Number 12549 and 24 CFR Part 24, Section 24.510, and any amendment thereto, the undersigned attests, to the best of his or her knowledge and belief, that it has adopted and is enforcing A Certification Regarding Debarment, in accordance with the form attached hereto as Exhibit D and incorporated herein by this reference.

1. LEAD-BASED PAINT

When acquiring or leasing property pursuant to this Agreement, Contractor shall comply with the requirements of all Federal, State and local health and safety laws and environmental protection laws including but not limited to the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4822, the Residential Lead-Based Paint Hazard Reduction Act of 1992 ("Title X"), 42 U.S.C., 4851, the regulations at 24 CFR Part 35 and Part 15 U.S.C. 2681 ("Title IV-Lead Exposure Reduction") by undertaking, or requiring the owner to undertake, to remove,

encapsulate, or enclose lead-based paint and lead contaminated dust and soil. Contractor is precluded from leasing structures where lead-based paint exists and abatement has not taken place.

1. ASBESTOS

When acquiring or leasing property pursuant to this Agreement, Contractor shall comply with the requirements of all Federal, State and local health and safety laws and environmental protection laws including but not limited to the regulation of Asbestos-Containing Material (ACM), 40 CFR 763, by undertaking, or requiring the owner to undertake, to remove, friable (Category I) and nonfriable (Category II) asbestos in any and all facilities used under this Agreement. Contractor is precluded from using structures where asbestos exists and abatement has not taken place. Contractor is further prohibited from sheltering any adult or minor child in a structure where friable asbestos is known to exist.

1. PROGRAM CHANGES

In the event that Contractor wishes to make significant changes to the approved program under this Agreement, LAHSA and HUD written approval is required in accordance with Supportive Housing Program 24 CFR Part 583.405 prior to any and all changes. Contractor shall request all significant changes in writing to LAHSA. Significant changes include, but are not limited to:

- i) A change in the recipient; or
 - ii) A change in the project site, or
 - iii) Additions or deletions in the types of activities approved under this Agreement; or
 - iv) A shift of more than ten (10) percent of funds from one approved type of activity to another; or
 - v) A change in the category of participants to be served; and
 - vi) A change in the number of units or participants served in the program.

1. BUDGET LINE ITEM CHANGES

- A. In order to promote flexibility for the program approved under this Agreement, Contractor may transfer up to ten (10) percent of funds from one approved type of grant activity to another grant activity. To implement this type of transfer, Contractor must request LAHSA in writing of the amount of funds to be transferred and the activities affected. LAHSA will notify the Contractor when the change has been approved.
- A. In the event that the Contractor wishes to transfer more than ten (10) percent, Contractor must submit a written request to LAHSA. Contractor shall not implement this type of transfer without prior written approval from LAHSA and HUD.
- A. Budget modifications shall be requested only once a year, preferably, at the end of the program year. Further, Contractor shall not request any budget modification after the SUPERNOFA competition begins.

1. AMENDMENTS

This writing, with attachments, embodies the whole of the agreement of the parties hereto. Any amendments or modifications to this Agreement must be in writing and shall be made only if executed by both Contractor and LAHSA. No oral conversation between any officer or agent, or employee of the parties shall modify any the terms or conditions of this Agreement.

1. TIME OF PERFORMANCE MODIFICATIONS

In the event that the Contractor requests a modification regarding the time of performance, the Executive Director may grant time of performance modifications when:

- i) In aggregate do not exceed twelve (12) calendar months;
- ii) Will not change the project goals or scope of services;
- iii) Are in the best interests of LAHSA and Contractor in performing the services under this Agreement; and
- iv) Does not alter the amount of compensation under this Agreement.

1. WAIVERS

A. Waivers of provisions of this Agreement must be in writing and signed by the Executive Director or his designee and Contractor.

A. No waiver by LAHSA of a breach of any provision of these conditions shall be deemed for any purpose to be a waiver of breach of any other provision hereof, or of a continuing or subsequent breach of the same provision.

1. BREACH

In the event any party fails to perform, in whole or in part, any promise, covenant, or agreement herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies at law or equity. Said rights and remedies are cumulative of those provided for herein with respect to termination, if any, except that in no event shall any party recover more than once, suffer a penalty, or forfeiture, or be unjustly compensated.

1. DEFAULTS

Should Contractor fail for any reason to comply with the contractual obligations of this Agreement within the time specified herein, LAHSA reserves the right to:

- i) Reduce the total budget;
- ii) Make changes in the scope of services of this Agreement;
- iii) Place Contractor on probation status in accordance with section 71 of this Agreement;
- iv) Suspend project operations in accordance with section 72 of this Agreement; or
- v) Terminate this Agreement.

1. SANCTIONS

LAHSA may impose sanctions for failure to meet conditions specified in this Agreement, including performance. Sanctions will be approved by LAHSA's Executive Director. These sanctions shall include, but are not limited to:

- i) Withholding funds until corrective actions are taken;
- ii) Disallowing costs for activities not in compliance with this Agreement; or
- iii) Termination of this Agreement for failure to perform.

1. PROBATION

- A. LAHSA may place the Contractor on probation for failure to comply with the terms and conditions of this Agreement by giving written notice.
- A. Said notice shall set forth the specific reason(s) for probation, effective date of the probation, period of probation and period provided for corrective action.
- A. Within five (5) working days, the Contractor shall reply in writing acknowledging that it received the probation notice and understands the corrective actions prescribed. In the event that Contractor fails to take the corrective actions prescribed in the time frame provided, LAHSA may suspend this Agreement.
- A. LAHSA shall notify Contractor in writing of the release of the probation period.
- A. In the event that the Contractor is placed on probation two (2) or more times during the term of this Agreement, the following may occur:
 - i) Threshold failure in any future scoring for a Request For Proposal (RFP) or a Request for Qualification (RFQ) released by LAHSA for a period of five (5) years starting from the effective date of probation.
 - ii) Suspension of this Agreement.

1. SUSPENSION

- A. LAHSA may suspend all or part of the Project operations for failure of the Contractor to comply with the terms and conditions of this Agreement by giving written notice.
- A. Said notice shall set forth the specific conditions of non-compliance, effective date of suspension, period of suspension and period provided for corrective action.
- A. Within five (5) working days, the Contractor shall reply in writing acknowledging that it received the suspension notice and understands the corrective actions prescribed.
- A. During the suspension period, Contractor shall cease to operate the program funded herein. In the event that Contractor continues to operate the program, LAHSA shall not be liable for any and all expenses incurred during the suspension notice.

- A. Performance under this Agreement shall be automatically suspended without any notice from LAHSA as of the date that the Contractor is not fully insured in compliance with section 40 subsection E of this Agreement.
- A. Contractor shall not resume program activities following a suspension until LAHSA authorizes the reactivation of the program in writing.
- A. In the event that the Contractor is subjected to suspension one (1) or more times during the term of this Agreement, the following may occur:
 - i) Termination of this Agreement; or
 - ii) Threshold failure in any future scoring for a Request For Proposal (RFP) or a Request for Qualification (RFQ) released by LAHSA for a period of five (5) years starting from the effective date of probation.

1. TERMINATION FOR CONVENIENCE

During the term of this Agreement, LAHSA may terminate this Agreement for any reason at all upon thirty (30) days prior written notice. The Executive Director, or his designee, is hereby authorized to give said notice on behalf of the LAHSA subject to ratification by the LAHSA Board of Commissioners. In the event that LAHSA terminates this Agreement for convenience, Contractor shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

1. TERMINATION FOR CAUSE

- A. This Agreement may be terminated by LAHSA upon written notice to the Contractor for just cause (failure to perform satisfactorily) with no penalties incurred by LAHSA upon termination or upon the occurrence of any of the following events listed below. The Executive Director, or his designee, is hereby authorized to give said notice on behalf of LAHSA subject to ratification by the LAHSA Board of Commissioners.
- A. Should the Contractor fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of the Agreement in their true intent and meaning, LAHSA shall terminate the activities of the Contractor in whole or in part.
- A. Should the Contractor neglect, or inadequately respond or refuse to provide a means for satisfactory compliance with this Agreement and with the corrective actions provided by LAHSA within the time specified in such notice or report, LAHSA shall terminate the activities of the Contractor in whole or in part.
- A. LAHSA may immediately terminate this Agreement upon the termination, suspension, discontinuation or substantial reduction in SHP funding for the contract activity or if for any reason the timely completion of the work under this Agreement is rendered improbable, unfeasible or impossible.

- A. This contract may also be terminated or suspended in LAHSA's sole discretion for actions and behavior by Contractor's staff that undermines the integrity of the Program, including but not limited to client, child and staff endangerment, inappropriate and reckless staff behavior, contract noncompliance and health code violations.

1. TERMINATION PROCEDURES

- A. All property, documents, data, studies, reports and records purchased or prepared by the Contractor under this Agreement shall be disposed of according to LAHSA directives.
- A. In the event that Contractor ceases to operate, (i.e. dissolution of corporate status, declaration of bankruptcy, etc.) Contractor shall provide LAHSA copies of all records relating to this Agreement.
- A. Upon satisfactory completion of all termination activities, LAHSA shall determine the total amount of compensation that shall be paid to Contractor for any unreimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this Agreement.
- A. LAHSA may withhold any payments due to Contractor until such time as the exact amount of damages due to LAHSA from the Contractor is determined.
- A. The foregoing subsections A, B, C, D, and E shall also apply to Agreements terminating upon date specified in section 6 of this Agreement.

1. EFFECT OF TERMINATION

- A. In the event that LAHSA terminates this Agreement, Contractor shall not be eligible for funding under any Request For Proposals (RFP) or a Request For Qualifications (RFQ) released by LAHSA for a period of five (5) years starting from the effective date of termination.
- A. In the event that Contractor terminates this Agreement, Contractor shall not be eligible for funding under any RFP or a Request For Qualifications (RFQ) released by LAHSA for a period of three (3) years starting from the effective date of termination.

1. NOTICES OF SUSPENSION AND TERMINATION

In the event that this Agreement is suspended or terminated, the contractor shall immediately notify all employees and participants and shall notify in writing all other parties contracted under this Agreement within five (5) working days.

1. PROHIBITION OF LEGAL PROCEEDINGS

The Contractor is prohibited from using grant funds received under this Agreement, or funds realized as a result of this Agreement, for the purpose of instituting legal proceedings against LAHSA or HUD or their official representatives.

1. EFFECT OF LEGAL JUDGMENT

Should any covenant, condition or provision herein contained be held to be invalid by final judgment in any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any other covenant, condition or provision herein contained.

1. CHOICE OF LAW GOVERNING THIS AGREEMENT

This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law or those provisions preempted by federal law.

1. INTEGRATED AGREEMENT

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

1. CONTRACT

This Agreement consists of this document and Exhibits A through N which together constitute the entire understanding and agreement of the parties.

1. AUTHORIZATION WARRANTY

Contractor represents and warrants that the signatory to this contract is fully authorized to obligate Contractor hereunder and that all corporate acts necessary to the execution of this contract have been accomplished.

IN WITNESS WHEREOF, the Los Angeles Homeless Services Authority and the Contractor have caused this Agreement to be executed by their duly authorized representatives.

Executed this _____ day of _____, 2002

For: LOS ANGELES HOMELESS SERVICES AUTHORITY

By: _____

Print Name: MITCHELL NETBURN

Title: EXECUTIVE DIRECTOR

Corporate Seal Affixed:

Executed this _____ day of _____, 2002

For: Agency Name

Internal Revenue Service ID Number:

By: _____

Print Name: _____

Title: _____

ATTEST:

APPROVED AS TO FORM BY THE OFFICE OF

:

THE COUNTY COUNSEL:

LLOYD W. PELLMAN, COUNTY COUNSEL

APPROVED BY BARBARA Y. GOUL

PRINCIPAL DEPUTY COUNTY

BY:

Print Name:

Title:

**EXHIBIT A
PROJECT DESCRIPTION**

CONTRACTOR:	CONTRACT NUMBER:
PROJECT TITLE:	
PROJECT TERM:	
CONTRACT AMOUNT:	
PROGRAM COMPONENT:	
PROJECT LOCATION:	
CATALOGUE OF FEDERAL DOMESTIC ASSISTANCE (C.F.D.A.) NUMBER: 14.235	

EXHIBIT A (CONTINUED)
PROJECT DESCRIPTION

CONTRACTOR:	CONTRACT NUMBER:
<p>PROJECT CONDITIONS AND/OR ISSUES:</p> <p>IF YOUR AGENCY DID NOT HAVE ANY CONDITIONS OR ISSUES, TYPE <u>NONE</u> IN THIS SECTION.</p> <p>IF YOUR AGENCY HAD CONDITIONS OR ISSUES, PLEASE INDICATE THEM (JUST COPY VERBETIM FROM THE HUD LETTER) AND INDICATE THE AGENCY'S RESPONSE AS WELL. THE LATTER SHOULD BE ADDRESSED TO YOUR SATISFACTION AND IN THE FORM IT WAS SUBMITTED TO HUD IF YOU HAD A CONDITION, CONSULT WITH YOUR TEAM LEADER IF YOU HAVE ANY QUESTIONS.:</p>	
<input type="checkbox"/> CONTRACTOR:	CONTRACT NUMBER:
PROJECT SUMMARY:	

EXHIBIT A (CONTINUED)
PROJECT DESCRIPTION

CONTRACTOR:	CONTRACT NUMBER:
PROJECT ACTIVITIES:	

EXHIBIT A (CONTINUED)
PROJECT DESCRIPTION

CONTRACTOR:	CONTRACT NUMBER:
PROGRAM GOALS (type in goals as stated in the technical submission):	
<div style="margin-bottom: 20px;">1. <u>OBTAIN AND REMAIN IN PERMANENT HOUSING</u></div> <div style="margin-bottom: 20px;">1. <u>INCREASED SKILLS AND/OR INCOME</u></div> <div style="margin-bottom: 20px;">1. <u>ACHIEVE GREATER SELF-DETERMINATION</u></div>	

EXHIBIT B

PARTICIPANT ELIGIBILITY GUIDE

Who is your organization serving?	Then you need to...	This means...
Persons living on the street	Certify that the persons served reside on the street.	<p>For those SHP projects providing services—such as outreach, food, health care, clothing—to persons who reside on the streets (but not in shelters or other places meant for human habitation), the outreach or service worker needs to sign and date a general certification that:</p> <ol style="list-style-type: none"> 1) verifies that the services are going to homeless persons, and 2) indicates where the persons served reside.
Persons coming from living on the street (and into a place meant for human habitation)	Obtain information to indicate that the participant is coming from the street.	<p>You must verify that an individual is coming from the street through:</p> <ul style="list-style-type: none"> • organizations or outreach workers who have assisted him/her in the past. • determining where the resident receives assistance checks, if applicable; and/or • other information regarding the participant's recent past activities. <p>Document your verification efforts! Your staff should prepare a statement, that is then signed and dated.</p> <p>As a last resort, if you are unable to verify in this manner that the person is coming from living on the street, the participant or a staff member may prepare a short written statement about the participant's previous living place and have the participant sign the statement and date it.</p>
Persons coming from an emergency shelter	Verify from the emergency shelter staff that the participant has been residing at the emergency shelter.	You need to obtain from the referring agency a written, signed, and dated verification that the individual has been a resident of the emergency shelter.
Persons coming from transitional housing for homeless persons	<p>Verify with the transitional housing staff that:</p> <ul style="list-style-type: none"> • the participant has been residing at the transitional housing; and • the participant was living on the streets or in an emergency shelter prior to living in the 	<p>You must obtain from the referring agency two written, signed, and dated verifications:</p> <ol style="list-style-type: none"> 1) a signed statement from the transitional housing staff indicating that the individual had been a resident there; and 2) the referring agency's written, signed, and dated verification as to the individual's homeless status when he/she entered their program. <p>If the referring agency did not verify the individual's homeless status upon entry into their program, you will need to verify that status yourself. That is, in addition to the</p>

	transitional housing facility or was discharged from an institution or evicted prior to living in the transitional housing and would have been homeless if not for the transitional housing.	written, signed, and dated verification from the referring agency that the individual has been residing in the transitional housing, you need to verify their status upon entry into transitional housing and document that status according to the instructions here. (For example, if the person was living on the streets before moving into the transitional housing, you will need to obtain the documentation required under “Persons coming from living on the street” above).
Persons being evicted from a private dwelling	Have evidence of the eviction proceedings.	<p>You need to obtain two types of information:</p> <ol style="list-style-type: none"> 1) documentation of: <ul style="list-style-type: none"> • the income of the participant; • what efforts were made to obtain housing; and • why, without the homeless assistance, the participant would be living on the street or in an emergency shelter. 1) Documentation of <i>one of the following</i>. <ul style="list-style-type: none"> • <i>For formal eviction proceedings</i>, evidence that the participant was being evicted within the week before receiving homeless assistance; • <i>Where a participant’s family is evicting</i>, a signed and dated statement from a family member describing the reason for the eviction; • <i>Where there is no formal eviction process</i> (in these cases, persons are considered evicted when they are forced out of the dwelling unit by circumstances beyond their control), two things are needed: <ul style="list-style-type: none"> • a signed and dated statement from the participant describing the situation; and • documentation and verification (through written, signed, and dated statements) of efforts to confirm that these circumstances are true.
Persons from a short-term stay (up to 30 consecutive days) in an institution who previously resided on the street or in an emergency shelter	Verify from the institution staff that the participant has been residing at the institution and was homeless before entering the institution.	<p>You must obtain:</p> <ol style="list-style-type: none"> 1) written verification from the institution’s staff that the participant has been residing in the institution for less than 31 days; and 2) information on the previous living situation. Preferably, this will be the institution’s written, signed, and dated verification on the individual’s homeless status when he/she entered the institution. If the institution’s staff did not verify the individual’s homeless status upon entry into the institution, you will need to verify that yourself, according to the instructions above (i.e. if the person was living on the streets before moving into the institution, you will need

		to obtain the documentation required under “Persons coming from living on the street”).
Persons being discharged from a longer stay in an institution	Verify from the institution staff that the participant has been residing at the institution and will be homeless if not provided with assistance.	<p>You need to obtain signed and dated:</p> <ol style="list-style-type: none"> 1) evidence from the institution’s staff that the participant was being discharged within the week before receiving homeless assistance; and 2) documentation of the following: <ul style="list-style-type: none"> • the income of the participant; • what efforts were made to obtain housing; and • why, without the homeless assistance, the participant would be living on the street or in an emergency shelter.
Persons fleeing domestic violence	Verify that the participant is fleeing a domestic violence situation.	<p>You must obtain written, signed, and dated verification from the participant that he/she is fleeing a domestic violence situation.</p> <p>If the participant is unable to prepare the verification, you may prepare a written statement about the participant’s previous living situation and have the participant sign and date it.</p>

NOTE:

Documentation of homelessness is required for each resident in your program, and must be written, signed, dated, and placed in participant files. Simply knowing that each individual you serve is homeless is not enough.

Participant Eligibility Worksheet

Project Name: _____

Participant Name: _____

Date of Intake: _____

Type of Homeless Documentation (**Check the appropriate type of documentation used to verify homelessness and attach it to this worksheet. Maintain these forms in each participant file.**)

Homeless Status	Type of Documentation	Documentation attached
Persons living on the street	A signed and dated general certification from an outreach worker verifying that the services are going to homeless persons, and indicates where the persons served reside.	
Persons coming from living on the street (and into a place meant for human habitation)	Staff should provide written information obtained from third party regarding the participant's whereabouts, and, then sign and date the statement.	
Persons coming from an emergency shelter for homeless persons	Written referral from the agency.	
Persons coming from transitional housing for homeless persons	Written verifications to include program residency and homeless status prior to program entry.	
Persons being evicted from a private dwelling	Documentation of income, efforts to obtain housing, why participant would be on the street, and either documentation of formal eviction proceedings or statement from family evicting participant.	
Persons from a short-term stay in an institution who previously resided on the street or in an emergency shelter	Written verification from the institution's staff that the participant has been residing in the institution for less than 31 days; and information on the previous living situation.	
Persons being discharged from a longer stay in an institution	Written verification from the institution discharge within one week of receiving homeless assistance AND documentation of income, efforts to obtain housing, and why person would be homeless without assistance.	
Persons fleeing domestic violence	Written, signed, and dated verification from the participant.	

EXHIBIT C
PROJECT BUDGET

BUDGET IS LOCATED AT:

**FORMS ON 'LAHSA SERVER' (T:)\CONTRCTS\ 2001 CONTRACTS &
AMENDMENTS\2001 SHP BUDGET (RENEWAL)**

INVOICE IS LOCATED AT:

**FORMS ON 'LAHSA SERVER' (T:)\CONTRCTS\ 2001 CONTRACTS &
AMENDMENTS\2001 SHP INVOICE**

THE BUDGET AND INVOICE ARE EXCEL DOCUMENTS

EXHIBIT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 24 CFR Part 24 Section 24.510, Participants' responsibilities.

By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.

EXHIBIT D (CONTINUED)
INSTRUCTIONS FOR CERTIFICATION

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CONTRACTOR:

CONTRACT NUMBER:

NAME & TITLE OF AUTHORIZED REPRESENTATIVE:

Name of Executive Director, **EXECUTIVE DIRECTOR**

SIGNATURE

DATE

EXHIBIT E

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

Contractor and each lobbyist firm, as defined in Los Angeles County Code Chapter 2.160 (Ordinance 93-0031), retained by the Contractor, shall fully comply with the requirements as set forth in said County Code. The Contractor must also certify in writing that it is familiar with the Los Angeles County Code Chapter 2.160 and that all persons acting on behalf of the Contractor will comply with the County Code.

Failure on the part of the Contractor and/or Lobbyist to fully comply with the County's Lobbyist requirements shall constitute a material breach of the contract upon which the LAHSA may immediately terminate this Contract and the Contractor shall be liable for civil action.

The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing that it are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.

Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements shall be subject to civil penalties.

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

EXHIBIT E (CONTINUED)
CERTIFICATION REGARDING LOBBYING

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR:

CONTRACT NUMBER:

NAME & TITLE OF AUTHORIZED REPRESENTATIVE:

Name of Executive Director, **EXECUTIVE DIRECTOR**

SIGNATURE

DATE

EXHIBIT F

CERTIFICATION REGARDING COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

The undersigned certifies, that to the best of his/her knowledge and belief, that:

The Contractor/Borrower/Agency (hereinafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et seq. and its implementing regulations.

The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act.

The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.

The Contractor will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

CONTRACTOR:

CONTRACT NUMBER:

NAME & TITLE OF AUTHORIZED REPRESENTATIVE:

Name of Executive Director, **EXECUTIVE DIRECTOR**

SIGNATURE

DATE

EXHIBIT G
INSURANCE REQUIREMENTS

CONTRACTOR:

CONTRACT NUMBER:

The following coverages noted with an "X" are required with the Combined Single Limits (CSL) as noted on the right.

Limits

(X) Worker's Compensation

Statutory
\$500,000.00

(X) Employer's Liability

- ☐ Broad Form All States Endorsement
☐ Voluntary Compensation Endorsement
☐ Longshoremen's and Harbor Worker Workers' Compensation Act Endorsement

(X) General Liability _____

\$1,000,000.00

- | | |
|---|---|
| <input checked="" type="checkbox"/> Premises and Operations | <input type="checkbox"/> Explosion Hazard |
| <input checked="" type="checkbox"/> Contractual Liability | <input type="checkbox"/> Collapse Hazard |
| <input checked="" type="checkbox"/> Independent Contractors | <input type="checkbox"/> Underground Hazard |
| <input checked="" type="checkbox"/> Products/Completed Operations | <input type="checkbox"/> Garagekeepers Legal Liability |
| <input type="checkbox"/> Broad Form Property Damage | <input type="checkbox"/> Hangar Keepers Legal Liability |
| <input checked="" type="checkbox"/> Personal Injury | <input type="checkbox"/> Owned Automobiles |
| <input type="checkbox"/> Broad Form Liability Endorsement | <input type="checkbox"/> Non-owned Automobiles |
| <input type="checkbox"/> Fire Legal Liability | <input type="checkbox"/> Hired Automobiles |
| <input type="checkbox"/> Watercraft Liability | <input type="checkbox"/> Incidental Medical Malpractice |

(X) Automobile Liability (if auto is used for this contract)

\$1,000,000.00

- ☒ Owned Automobiles
☒ Non-Owned Automobiles

___ **Professional Liability (if applicable)**

\$ _____

___ **Property Insurance** _____

\$ _____

- | | |
|---|--|
| <input type="checkbox"/> Extended Coverage | <input type="checkbox"/> Debris Removal |
| <input type="checkbox"/> Vandalism & Malicious Mischief | <input type="checkbox"/> Sprinkler Leakage |
| <input type="checkbox"/> Flood | <input type="checkbox"/> Windstorm |
| <input type="checkbox"/> Earthquake \$ _____ | <input type="checkbox"/> Other |

___ **Aircraft Liability (Bodily injury and property Damage)**

\$ _____

- ☐ Passenger Liability (per seat) \$ _____

___ **Ocean Marine Liability**

\$ _____

- | | |
|---|--|
| <input type="checkbox"/> Protection and Indemnity | <input type="checkbox"/> Cargo |
| <input type="checkbox"/> Running Down Clause | <input type="checkbox"/> Inchmaree Clause |
| <input type="checkbox"/> Pollution | <input type="checkbox"/> Charter's Legal Liability |
| <input type="checkbox"/> Jones Act | <input type="checkbox"/> Wharfinger's Liability |

(X) Fidelity Bond

\$25,000.00

(X) Directors and Officers Insurance

@ least 20% of

contract amount

EXHIBIT G (CONTINUED)
INSURANCE REQUIREMENTS

Workers' Compensation coverage: If you have been authorized by the State of California to self-insure Workers' Compensation, a copy of the certificate from the State consenting to self-insurance will meet the evidence requirement.

Acceptable Evidence. Contractor shall provide LAHSA with a certificate of insurance as form of evidence of insurance. Further, Contractor shall submit a certified copy of the full policy upon request by LAHSA.

Multiple Policies. More than one insurance policy may be required to comply with the insurance requirements.

Signature. Please have an authorized representative of the insurance company manually sign the completed endorsement forms. Signatures must be originals, facsimile (rubber stamp, photocopy, etc.) or initialed signatures will not be accepted.

Underwriter. The name and address of the insurance company underwriting the coverage must be noted on the endorsement form. In the case of syndicates or subscription policies, indicate lead underwriters or managing agent and attach a schedule of subscribers, including their percent participation.

Document Reference. Include reference to the specific agreement (contract, lease, etc.) or indicate that all such agreements are covered.

Coverage & Limits. The coverage's and limits for each type of insurance are specified on the insurance requirement sheet. When coverage is on a scheduled basis, a separate sheet may be attached to the endorsement listing such scheduled locations, vehicles, etc., so covered.

Excess Insurance. Endorsements to excess policies will be required when primary insurance is insufficient to comply with the requirements.

Additional Pages. If there is insufficient space on the reverse side of the form to note pertinent information, such as inclusions, exclusions or specific provisions, etc., attach separate sheets and note this on the endorsement form.

Renewals. For extensions or renewals of insurance policies which have Los Angeles Homeless Services Authority's Endorsement attached, a renewal endorsement or a certificate (with an original signature) as evidence of continued coverage is acceptable if it includes the statement that the insurance protection afforded Los Angeles Homeless Services Authority has been renewed under the same terms and conditions as previously approved. If the policy or carrier has changed, however, new evidence of insurance must be submitted.

**Exhibit H -
LAHSA
Small/Informal Bids
Form**

Agency Name _____

Contract # _____

Purchase Item _____

Quantity _____

Specifications:

Three Quotes:

1st Company _____
Address _____
City, State, Zip _____
Quote Date _____
Quote Cost \$ _____

Phone: _____

Contact Person: _____

2nd Company _____
Address _____
City, State, Zip _____
Quote Date _____
Quote Cost \$ _____

Phone: _____

Contact Person: _____

3rd Company _____
Address _____
City, State, Zip _____
Quote Date _____

Phone: _____

Contact Person: _____

Quote Cost \$ _____

Bids Obtain by: _____
Signature

CITY OF LOS ANGELES
Office of the City Administrative Officer
Contractor Enforcement Section
200 North Main Street, Room 606, Los Angeles, CA 90012
Phone: (213) 485-3514 ? Fax: (213) 485-0672

CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

Your company must be certified as complying with Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance, prior to the execution of a City agreement. This form must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal.

City Dept. Awarding Agreement: _____ **Contact/Phone:** _____

SECTION 1. CONTACT INFORMATION

Company Name: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Phone: _____ Fax: _____

I am a one-person contractor, and I have no employees. Yes No (if you answered "Yes," go to Section 3)

Approximate Number of Employees in the United States: _____

Are any of your employees covered by a collective bargaining agreement or union trust fund? Yes No

SECTION 2. COMPLIANCE QUESTIONS

Has your company previously submitted an EBO Certification and all supporting documentation? Yes No

If Yes, AND the benefits provided to your employees have not changed since that time, continue onto Section 3.

If No, OR if the benefits provided to your employees have changed since that time, complete the rest of this form.

In the table below, check all benefits that your company currently provides to employees or to which your employees have access. Provide information for each carrier if your employees have access to more than one carrier. Note: some benefits are available or apply to employees because they have a spouse or domestic partner to whom the benefit applies, such as bereavement leave that allows an employee time off because of the death of a spouse or domestic partner; other benefits are provided directly to the spouse or domestic partner, such as medical insurance that covers the spouse or domestic partner as a dependent.

	BENEFIT(S) YOUR COMPANY CURRENTLY OFFERS	This Benefit is Not Offered to Employees	This Benefit is Available to Employees	Available/Applies to Spouses of Employees	Available/Applies to Domestic Partners of Employees
1	Health Insurance (List Name of Carrier(s))				
	Health Carrier 1:				
	Health Carrier 2:				
	additional carriers on attachment.				
2	Dental Insurance (List Name of Carrier(s))				
	Dental Carrier 1:				
	Dental Carrier 2:				
	additional carriers on attachment.				
3	Vision Plan (List Name of Carrier(s))				
	Vision Carrier 1:				
	Vision Carrier 2:				
4	Pension				
5	Bereavement Leave				
6	Family Leave				
7	Parental Leave				
8	Employee Assistance Program				
9	Relocation & Travel				
10	Company Discount, Facilities & Events				
11	Credit Union				

EXHIBIT I**COMPLIANCE**

12	Child Care				
13	Other:				
14	Other:				

EXHIBIT I

COMPLIANCE

YOU MUST SUBMIT SUPPORTING DOCUMENTATION TO VERIFY EACH BENEFIT MARKED. Without proper documentation for **each carrier and each benefit marked**, your company cannot be certified as complying with the EBO. If documentation for a particular benefit does not exist, attach an explanation. Refer to the "Documentation to Verify Compliance with the Equal Benefits Ordinance" fact sheet for more information on the type of documentation that must be submitted to verify compliance with the EBO.

If in the Table in Section 2 you indicated that your company does not provide all benefits equally throughout its entire operations to all your employees with spouses and employees with domestic partners of the same and opposite sex, you may:

a. Request additional time to comply with the EBO. Provisional Compliance may be granted to Contractors who agree to fully comply with the EBO but need more time to incorporate the requirements of the EBO into their operations. Submit the Provisional Compliance Form (CAO/EBO-3) and supporting documentation with this form.

b. Request to be allowed to comply with the EBO by providing affected employees with the cash equivalent. Your company must agree to provide employees with a cash equivalent. In most cases, the cash equivalent is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa. Submit a completed Reasonable Measures Application (CAO/EBO-2) and supporting documentation with this form.

c. Comply on a Contract by Contract Basis. Compliance may be granted on a contract by contract basis for those Contractors who have multiple locations in the US but cannot comply with the EBO throughout the Contractor's operations. Indicate below the compliance category you are requesting:

Contractor has multiple offices located both within and outside City limits. Contractor will comply with the EBO only for the office(s) located within City limits and for the employee(s) working on the City agreement. Supporting documentation for the affected locations/employee(e) must be submitted.

Contractor has no offices within City limits but does have (an) employee(s) working on the City agreement. Contractor will comply with the EBO only for the employee(s) working on the City agreement. Supporting documentation for the affected employees must be submitted.

SECTION 3. SUBCONTRACTOR COMPLIANCE

You must submit the Subcontractor Information Form (Form CAO/LW-18) within 10 days of execution of each City agreement. You are responsible for ensuring that each subcontractor listed on the form submits a Certification of Compliance (Form CAO/EBO-1) within 30 days of execution of each subcontract.

SECTION 4. EXECUTE THE CERTIFICATION AND SUBMIT THE FORM TO THE AWARDING DEPARTMENT

This form must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal to the awarding department. The awarding department will forward the form to the Office of the City Administrative Officer for review.

CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this _____ day of _____, in the year _____, at _____, _____
(City) (State)

Signature

Mailing Address

Name of Signatory (please print)

City, State, Zip Code

Title

Federal ID or Social Security Number

EXHIBIT I

CITY OF LOS ANGELES

Office of the City Administrative Officer
200 North Main Street, Room 606
Los Angeles, CA 90012
Phone: (213) 485-3514 - FAX: (213) 485-0672

DOCUMENTATION TO VERIFY COMPLIANCE WITH THE EQUAL BENEFITS ORDINANCE

Section 2 of the Certification of Compliance with Equal Benefits Ordinance (Form CAO/EBO-1) requires that you submit supporting documentation to the Office of the City Administrative Officer to verify that all benefits marked in your response(s) are offered in a nondiscriminatory manner. This list is intended to be used only as a guide for the type of documentation needed.

Health, Dental, Vision Insurance: A statement from your insurance provider that spouses and domestic partners receive equal coverage in your medical plan. This may be in a letter from your insurance provider or reflected in the eligibility section of your official insurance plan document. Note that “domestic partner” includes same-sex as well as opposite-sex partners so that the definition of “domestic partner” contained in the plan document must include opposite-sex partners.

Pension (including 401k plans): Documentation should indicate that participating employees may designate a beneficiary to receive the amount payable upon the death of the employee.

Bereavement Leave: Your bereavement leave or funeral leave policy indicating the benefit is offered equally. If your policy allows employees time off from work because of the death of a spouse, it should also allow for time off because of the death of a domestic partner. If the policy allows time off for the death of a parent-in-law or other relative of a spouse, it must include time off for the death of a domestic partner's equivalent relative.

Family Leave: Your company's Family and Medical Leave Act policy. All companies with 50 or more employees must offer this benefit. Your policy should indicate that employees may take leave because of the serious medical condition of their spouse or domestic partner.

Parental Leave: Your company's policy indicating that employees may take leave for the birth or adoption of a child. If leave is available for step-children (the spouse's child) then leave should also be made available for the child of a domestic partner.

Employee Assistance Program: Your company's employee assistance program policy confirming that spouses, domestic partners and their parents and children are equally eligible (or ineligible) for such benefits.

Relocation & Travel: Your company's policy confirming that expenses for travel or relocation will be paid on the same basis for spouses and domestic partners of employees.

Company Discounts, Facilities & Events: Your company's policy confirming that to the extent discounts, facilities (such as a gym) and events (such as a company holiday party) are equally available to spouses and domestic partners of employees.

Credit Union: Documentation from the credit union indicating that spouses and domestic partners have equal access to credit union services.

Child Care: Documentation that the children of spouses (step-children) and children of domestic partners have equal access to child care services.

Other Benefits: Documentation of any other benefits listed to indicate that they are offered equally.

CITY OF LOS ANGELES
Office of the City Administrative Officer
200 North Main Street, Room 606
Los Angeles, CA 90012
Phone: (213) 485-3514 - Fax: (213) 485-0672

PROVISIONAL COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

COMPLETE AND SUBMIT THIS FORM ONLY IF APPLICABLE. Contractors entering into, amending, or bidding on a City contract who agree to comply with the Equal Benefits Ordinance ("EBO") but need more time to incorporate the requirements of the EBO into their operations must submit this form, and supporting documentation, to the Office of the City Administrative Officer ("CAO"). (This form must be submitted with the EBO Compliance Form CAO/EBO-1.) The Contractor may be granted additional time to incorporate the requirements of the EBO only in the circumstances indicated below. Fill out all sections that apply. Attach additional sheets if necessary.

A. OPEN ENROLLMENT FOR HEALTH, DENTAL AND/OR VISION INSURANCE PLANS

The Contractor may be granted additional time to implement the requirements of the EBO if equal benefits cannot be provided until after the first open enrollment process following the date the contract with the City is executed. To qualify, the Contractor must submit evidence that reasonable efforts are being undertaken to implement the requirements of the EBO. Additional time granted may not exceed two years from the date the contract with the City is executed, and applies only to benefits for which an open enrollment period is applicable.

Date next benefits plan year begins: _____ Date equal benefits will be available: _____

You must submit copies of correspondence between your company and your insurance provider(s) documenting your effort to obtain domestic partner coverage for same- and opposite-sex couples. You should also submit verification of the next open enrollment date or the date the benefits become available.

B. ADMINISTRATIVE ACTIONS AND REQUESTS FOR EXTENSION

The Contractor may be granted additional time to implement the requirements of the EBO if the administrative actions necessary to incorporate the EBO cannot be completed prior to the date that the contract with the City is executed. Additional time granted for the completion of the administrative action shall apply only to those benefits that require administrative actions and may not exceed three months. Upon written request by the Contractor and at the discretion of the Office of Administrative and Research Services, Contractor Enforcement Section, the Contractor may be granted additional time to complete the administrative actions. Administrative actions may include computer systems modifications, personnel policy revisions, and the development and distribution of employee communications.

Describe below or on an attachment the administrative actions needed and the anticipated completion dates. **Attach supporting documentation such as the relevant portions of your current policy and the changes you plan to make.**

If you are requesting an extension beyond three months, explain why more than three months is needed and attach any supporting documentation that may be relevant.

EXHIBIT I

PROVISIONAL COMPLIANCE

C. COLLECTIVE BARGAINING AGREEMENTS

Compliance with the EBO may be delayed until the expiration of a Contractor's current collective bargaining agreement(s) (CBA). When the CBA is renegotiated, the Contractor must propose to the union for incorporation into the CBA the EBO requirements so that all benefits provided to employees with spouses are also extended to employees with domestic partners. Provisional compliance status may be granted if **all** of the following conditions are met.

1. The provision of some or all of the benefits offered to the Contractor's employees are governed by one or more CBA(s) but domestic partner coverage for same- and opposite-sex couples is not offered under the CBA(s).

Required documentation: Submit a copy of the CBA, and indicate below the time period covered by the current CBA, and the date when renegotiations will begin.

CBA start date: _____ CBA end date: _____
Date CBA Renegotiations will begin: _____

1. The Contractor agrees to propose to the union for incorporation into the CBA the EBO requirements by signing the statement below.

When the CBA is renegotiated, we will propose to the union for incorporation into the CBA the EBO requirements so that all benefits provided to employees with spouses will be extended to employees with domestic partners. After the CBA expires, we will provide, upon request by the City, reports on the status of the efforts to incorporate the EBO requirements into the CBA.

If, by the end of the renegotiations, the EBO requirements cannot be incorporated into the CBA, we agree to notify the CAO of that result and to pay all affected employees the cash equivalent for the applicable benefits. A Reasonable Measures Application for Equal Benefits Ordinance will be submitted at that time.

Name of Signatory (Print)	Signature	Title	Date
---------------------------	-----------	-------	------

1. For benefits not strictly governed by a CBA, the Contractor must establish policies so that those benefits are provided in accordance with the requirements of the EBO. For example, the Contractor may be required to expand the existing bereavement leave policy to allow an employee with a domestic partner time off in event of the domestic partner's death even if the CBA does not require the employer to do so.

Required documentation: A listing of benefits not strictly governed by the CBA along with the Contractor's policies as they relate to those benefits.

EXECUTE THE CERTIFICATION AND SUBMIT THE FORM TO THE AWARDING DEPARTMENT: This form, and the Certification of Compliance with Equal Benefits Ordinance (Form CAO EBO-1) must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal to the awarding department. The awarding department will forward the form to the CAO for review.

CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this _____ day of _____, in the year _____, at _____, _____
(City) (State)

Name of Company	Name of Signatory (Print)	Signature	Title
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EXHIBIT I**REASONABLE MEASURES**

CITY OF LOS ANGELES
Office of the City Administrative Officer
200 North Main Street, Room 606
Los Angeles, CA 90012
Phone: (213) 485-3514 - Fax: (213) 485-0672

REASONABLE MEASURES APPLICATION FOR EQUAL BENEFITS ORDINANCE

A contractor may be allowed to comply with the Equal Benefits Ordinance (EBO) by paying its employees with domestic partners the cash equivalent of benefits made available to the spouses of its employees. The cash equivalent is the difference between the amount an employer pays to provide an employee with spousal or family coverage and the amount that an employer pays to provide an employee with employee-only coverage. For example, an employer pays \$200 per month to provide benefits for an employee and his/her spouse, and \$150 per month to provide benefits for an employee with employee-only coverage. The cash equivalent that must be paid to the employee with a domestic partner is \$50 per month.

For benefits for which a cash equivalent is not applicable, such as bereavement leave, the employer must amend its policies so that domestic partners are treated in the same manner as spouses. For example, if the policy allows an employee three days off in the event of the death of a spouse or the spouse's parents, the policy must be amended to allow an employee three days off in the event of the death of a domestic partner or the domestic partner's parents.

Contractors must submit the following to the City department awarding the agreement:

1. A completed Certification of Compliance with Equal Benefits Ordinance (Form CAO/EBO-1). Be certain that box "b" on page two of the form is checked.
2. A draft of the memorandum that will be distributed to affected employees informing them of the cash equivalent option.
3. Copies of the revised policies, such as bereavement, for which the cash equivalent is not applicable.
4. This completed application. Fill in the company's information, then read and sign the certification and statement below.

Name of Company	Federal ID Number
-----------------	-------------------

Street Address	City,	State	Zip
----------------	-------	-------	-----

Contact Person/Title	Telephone Number	Fax Number
----------------------	------------------	------------

CERTIFICATION AND AGREEMENT REGARDING EQUAL BENEFITS ORDINANCE

I declare under penalty of perjury under the laws of the State of California that I am authorized to bind contractually the company/entity listed immediately above.

The company agrees to comply with the EBO by providing employees with domestic partners the cash equivalent of the benefits that are made available to employees with spouses. For those benefits to which the cash equivalent is not applicable, such as for bereavement leave or family leave, the company agrees to amend its policies so that the domestic partners of employees will be treated in the same manner as the spouse of an employee. The relatives of domestic partners will be treated in the same manner as relatives of spouses. The company further agrees to provide a memorandum notifying our affected employees of the availability of the cash equivalent option if they have domestic partners for whom equal benefits cannot be provided.

Executed this ____ day of _____, in the year _____, at _____, _____
(City) (State)

Name of Signatory (Print)	Signature	Title	Date
---------------------------	-----------	-------	------

SUBMIT THE REQUIRED DOCUMENTATION TO THE AWARDING DEPARTMENT: If responding to a request for bid/proposal, submit the required forms with the bid/proposal to the awarding department. The awarding department will forward the form to the City Administrative Officer for review.

EXHIBIT I

**City of Los Angeles
Office of the City Administrative Officer
Contractor Enforcement Section
200 North Main Street, Room 606 - Los Angeles, CA 90012
Phone: (213) 485-3514 ? Fax: (213) 473-8891**

Name of Prime Contractor: _____

Company Phone Number: _____ Contact Person: _____

Awarding City Department: _____ Contract Number: _____

A contractor is required to provide to the Office of the City Administrative Officer a list of all subcontractors working under the agreement within 10 days of execution. Attach additional sheets as needed.

☐ **I have no subcontractors working on this City contract.**

SUBCONTRACTOR INFORMATION FORM

Subcontractor:	Phone Number:
Address:	Contract Term:
Contact person:	Dollar Amount:
Purpose of Agreement:	
Is this subcontractor organized under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Subcontractor:	Phone Number:
Address:	Contract Term:
Contact person:	Dollar Amount:
Purpose of Agreement:	
Is this subcontractor organized under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Subcontractor:	Phone Number:
Address:	Contract Term:
Contact person:	Dollar Amount:
Purpose of Agreement:	
Is this subcontractor organized under IRS section 501(c)(3)?	Yes _____ No _____

Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

SUBCONTRACTOR INFORMATION (cont.)
Page ____ of ____

Company Name: _____ Contract No.

City Department:

Subcontractor:	Phone Number:
Address:	Contract Term:
Contact person:	Dollar Amount:
Purpose of Agreement:	
Is this subcontractor organized under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Subcontractor:	Phone Number:
Address:	Contract Term:
Contact person:	Dollar Amount:
Purpose of Agreement:	
Is this subcontractor organized under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Subcontractor:	Phone Number:
Address:	Contract Term:
Contact person:	Dollar Amount:
Purpose of Agreement:	
Is this subcontractor organized under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Subcontractor:	Phone Number:
Address:	Contract Term:
Contact person:	Dollar Amount:
Purpose of Agreement:	
Is this subcontractor organized under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Print Name of Person Completing This Form

Date

Signature of Person Completing This Form

Title

**U.S. Department of Housing
and Urban Development**
Office of Community Planning
and Development

Annual Progress Report (APR)

for

Supportive Housing Program

Shelter Plus Care

and

**Section 8 Moderate Rehabilitation for Single Room Occupancy Dwellings (SRO)
Program**

Public reporting burden for this collection of information is estimated to average 65 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

General Instructions

Purpose. The Annual Progress Report (APR) tracks program progress and accomplishments in the Department's competitive homeless assistance programs.

Filing Requirements. Recipients of HUD's homeless assistance grants must submit an APR to HUD within 90 days after the end of each operating year. Failure to submit an APR will delay receiving grant funds and may result in a determination of lack of capacity for future funding. An APR must be submitted for each operating year in which HUD funding is provided. The report must be submitted to the CPD Division Director in the local HUD Field Office responsible for managing the grant.

Grantees that received SHP funding for new construction, acquisition, or rehabilitation are required to operate their facilities for 20 years. They must submit an APR 90 days after the end of the first operating year and any year in which they use SHP funding for leasing, supportive services, or operations. For years in which they do not receive SHP funding, they must submit an Annual Certification of Continued Project Operation throughout the 20 years (contact local HUD Field Office).

A separate report must be submitted for each HUD grant received. For Shelter Plus Care, a separate APR must be submitted for each Shelter Plus Care component.

For those grantees receiving an extension, a separate report covering that period must be submitted (see Extension below).

Record keeping. Grantees must collect and maintain information on each participant in order to complete an APR. Optional worksheets are attached. The worksheets may be used to record information manually or to design a computerized system to store and tabulate the information. The worksheets should not be submitted to HUD with the APR.

Organization of the Report. The APR is organized in the following manner:

Part I: Project Progress. This portion of the report describes the progress in moving homeless persons to self-sufficiency, services received, project goals, and beds created.

Part II: Financial Information. This portion of the report is completed by all grantees receiving funding under SHP, S+C and SRO.

Final Assembly of Report. After the entire report is assembled, number every page sequentially. Mark any questions that do not apply to your program with "N/A" for not applicable. (See Special Instructions for SSO Projects below.)

Definitions. The following terms are used in the APR. As indicated, in some cases, terms are applied differently depending on whether the funding is from SHP, S+C, or SRO.

Entered the program for S+C and SRO projects means when the participant starts to receive rental assistance. For S+C, services provided prior to this point are recognized as necessary for outreach/enrollment and are eligible to count as match.

Left the program for S+C projects means when the participant stops receiving rental assistance and is not expected to return to S+C assisted housing. If the participant returns to S+C assisted housing within 90 days, the person should not be considered as exiting from the program. If the person returns to S+C assisted housing after 90 days, that person is considered a new participant. The worksheet is designed to capture this information.

An **Extension APR** applies to SHP and S+C grantees that requested and received an extension of their grant term from the HUD field office. The only difference between an APR for the extension period and the regular APR (besides the amount of time covered) is the signature page. Grantees should circle yes to indicate the APR is for an extension period and circle the operating year for which the report is an extension. For example, if the grantee is extending year 3, the grantee should submit an APR as usual for year 3 and submit another APR for the extension period, indicating the second is an extension and also circling year 3 on the signature page.

Family means a household composed of two or more related persons, at least one of whom is an adult. The term family also includes one or more persons living with an eligible participant who is determined to be important to their care or well being. Care givers are not reported on in the APR.

Grantee means a direct recipient of the HUD award.

Match for S+C means the value of supportive services received by participants in the S+C project which, in the aggregate, must at least equal the value of the S+C rental assistance provided over the life of the project. For SHP, match means cash used to provide the grantee’s portion of acquisition, rehabilitation, new construction, operations and supportive services expenses.

Operating year means for SHP the date when participants begin to receive housing and/or services. The first operating year begins after development activities for acquisition, rehabilitation, and new construction are complete, after a copy of the Certificate of Occupancy is sent to the local HUD office, and when the first participant is accepted into the project. For projects without acquisition, rehabilitation or new construction the operating start date begins when the grantee accepts the first participant. For S+C (SRA, PRA and TRA components), the first operating year begins on the date HUD signs the grant agreement. For S+C/SRO and for Sec. 8 SRO, the first operating year begins with the effective date of the Housing Assistance Payments (HAP) Contract.

To determine which operating year to circle on the APR cover page, begin counting from the initial grant operating start date and include renewals grants. For example, a project receiving an initial grant for three years and a renewal grant for two years would circle years 1, 2, and 3 respectively on the APR cover sheet for the initial grant and would circle 4 and 5 respectively for the renewal grant. For any future renewal grants, the grantee would begin by circling 6 on the APR cover sheet.

Participant means single persons and adults in families who received assistance during the operating year. Participant does not include children or caregivers who live with the adults assisted.

Project Sponsor means the organization responsible for carrying out the daily operation of the project, if the organization is an entity other than the grantee.

Special Instructions for Supportive Services Only Projects. SSO grantees should complete all questions, unless a written agreement has been reached with the field office concerning which questions can be answered using estimates, or in rare instances, skipped.

Below is an example of how information could be derived in a large, single-service SSO project:

A grantee/sponsor staff member could be assigned to collect information from the organizations housing the participants. The staff person would contact these individual organizations to request information regarding the persons in that facility who use the service. For participants living on the street, the grantee/project sponsor may provide estimates.

Information could be collected for each participant or for participants receiving services at a point-in-time. If estimates or point-in-time counts are used, the method used must be described in the APR and the documentation kept on file.

Grantee: Los Angeles Homeless Services Authority:
548 S. Spring St.,
Los Angeles, CA 90013

HUD Grant or Project Number:

Project Sponsor:

Project Name:

Operating Year: (Circle the operating year being reported on)

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20

Indicate if extension: yes no

Indicate if renewal: yes no

Reporting Period: (mo./day/yr.)

from:

to:

Previous Grant Numbers for this project:

Check the component for the program on which you are reporting.

Supportive Housing Program (SHP)

- Transitional Housing
- Permanent Housing for Homeless Persons with Disabilities
- Safe Haven
- Innovative Supportive Housing
- Supportive Services Only

Shelter Plus Care (S+C)

- Tenant-based Rental Assistance (TRA)
- Sponsor-based Rental Assistance (SRA)
- Project-based Rental Assistance (PRA)
- Single Room Occupancy (SRO)

Section 8 Moderate Rehabilitation

- Single Room Occupancy (Sec. 8 SRO)

Summary of the project: (One or two sentences with a description of population, number served and accomplishments this operating year)

Name & Title of the Person who can answer questions about this report:

GRANTEE: Jayme Filippini, Senior Contract Specialist

PROJECT SPONSOR:

Address: GRANTEE: 548 S. Spring St., Suite 400
Los Angeles, CA 90013

Phone: (include area code)

GRANTEE: (213) 683-3322

PROJECT SPONSOR:

Fax Number: (include area code)

GRANTEE (213) 892-0093

PROJECT SPONSOR:

PROJECT SPONSOR:

I hereby certify that all the information stated herein is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name & Title of Authorized Grantee Official:

Signature & Date:

Mitchell Netburn, Executive Director

Los Angeles Homeless Services Authority

X

Name and Title of Authorized Project Sponsor Official:

Signature & Date:

X

Part I: Project Progress

1. **Projected Level of Persons to be served at a given point in time.** (from the application, SHP- Sec. F; SPC- Sec. C; SRO- Sec. D)

	Projected Level	Number of Singles Not in Families	Number of Adults in Families	Number of Children in Families	Number of Families
a.	Persons to be served at a given point in time				

1. **Persons Served during the operating year.**

		Number of Singles Not in Families	Number of Adults in Families	Number of Children in Families	Number of Families
a.	Number on the first day of the operating year				
b.	Number entering program during the operating year				
c.	Number who left the program during the operating year				
d.	Number in the program on the last day of the operating year (a+b-c) = d				

3. Project Capacity.

		Number of Singles Not in Families	Number of Adults in Families	Number of Children in Families	Number of Families
a.	Number on the last day (from 2d, columns 1 and 4)				
b.	Number proposed in application (from 1a, columns 1 and 4)				
c.	Capacity Rate (divide a by b) = %	%			%

1. **Non-homeless persons.** This question is to be completed for Section 8 SRO projects.

How many income-eligible non-homeless persons were housed by the SRO program during the operating year?	
---	--

1. **Age and Gender.** Of those who **entered** the project during the operating year, how many people are in the following age and gender categories?

Single Persons (from 2b, column 1)		Age	Male	Female
	a.	62 and over		
	b.	51-61		
	c.	31-50		
	d.	18-30		
	e.	17 and under		
Persons in Families (from 2b, columns 2 & 3)	f.	62 and over		
	g.	51 - 61		
	h.	31 - 50		
	i.	18 - 30		
	j.	13-17		
	k.	6-12		
	l.	1-5		
	m.	Under 1		

Answer questions 6 - 10 only for **participants who entered the project during the operating year** (from 2b, columns 1 and 2). The term **participant** means single persons and adults in families. It does not include children or caregivers. NOTE: The total for questions, 7, 8 and 10 below should be the same; respond to each of those questions for all participants.

6. **Veterans Status.** How many participants were veterans? A veteran is anyone who has ever been on active military duty status.

1. **Ethnicity.** How many participants are in the following ethnic categories?

a.	Hispanic or Latino	
b.	Non-Hispanic or Non-Latino	

1. **Race.** How many participants are in the following racial categories?

a.	American Indian or Alaskan Native	
b.	Asian	
c.	Black or African American	
d.	Native Hawaiian or Other Pacific Islander	
e.	White	

9. **Special Needs.** How many participants have the following? Participants may have more than one. If so, count them in all applicable categories.

a.	Mental illness	
b.	Alcohol abuse	
c.	Drug abuse	
d.	HIV/AIDS and related diseases	
e.	Developmental disability	
f.	Physical disability	
g.	Domestic violence	
h.	Other (please specify)	

1. **Prior Living Situation.** How many participants slept in the following places in the week prior to entering the project? (Choose one)

a.	Non-housing (street, park, car, bus station, etc.)	
b.	Emergency shelter	
c.	Transitional housing for homeless persons	
d.	Psychiatric facility*	
e.	Substance abuse treatment facility*	
f.	Hospital*	
g.	Jail/prison*	
h.	Domestic violence situation	
i.	Living with relatives/friends	
j.	Rental housing	
k.	Other (please specify)	

*If a participant came from an institution but was there less than 30 days and was living on the street or in emergency shelter before entering the treatment facility, he/she should be counted in either the street or shelter category, as appropriate.

Complete questions 11 - 15 for all **participants who left during the operating year** (from 2c, columns 1 and 2) The term participant means single persons and adults in families. It does not include children or caregivers.

1. **Amount and Source of Monthly Income at Entry and at Exit.** Of those participants who left during the operating year, how many participants were at each monthly income level and with each source of income?

	A. Monthly Income at Entry	
a.	No income	
b.	\$1-150	
c.	\$151 - \$250	
d.	\$251- \$500	
e.	\$501 - \$1,000	
f.	\$1001- \$1500	
g.	\$1501- \$2000	
h.	\$2001 +	

	C. Income Sources at Entry	
a.	Supplemental Security Income (SSI)	
b.	Social Security Disability Income (SSDI)	
c.	Social Security	
d.	General Public Assistance	
e.	Temporary Aid to Needy Families (TANF)	
f.	Child Support	
g.	Veterans Benefits	
h.	Employment Income	
i.	Unemployment Benefits	
j.	Medicare	
k.	Medicaid	
l.	Food Stamps	
m.	Other (please specify)	
n.	No Financial Resources	

	B. Monthly Income at Exit	
a.	No income	
b.	\$1-150	
c.	\$151- \$250	
d.	\$251- \$500	
e.	\$501- \$1000	
f.	\$1001- \$1500	
g.	\$1501- \$2000	
h.	\$ 2001 +	

	D. Income Sources at Exit	
a.	Supplemental Security Income (SSI)	
b.	Social Security Disability Income (SSDI)	
c.	Social Security	
d.	General Public Assistance	
e.	Temporary Aid to Needy Families (TANF)	
f.	Child Support	
g.	Veterans Benefits	
h.	Employment Income	
i.	Unemployment Benefits	
j.	Medicare	
k.	Medicaid	
l.	Food Stamps	
m.	Other (please specify)	
n.	No Financial Resources	

12. Length of Stay in Program. Of those participants who **left** during the operating year (from 2c, columns 1 and 2), how many were in the project for the following lengths of time?

a.	Less than 1 month	
b.	1 to 2 months	
c.	3 - 6 months	
d.	7 months - 12 months	
e.	13 months - 24 months	
f.	25 months - 3 years	
g.	4 years - 5 years	
h.	6 years - 7 years	

i.	8 years - 10 years	
j.	Over 10 years	

1. **Reasons for Leaving.** Of those participants who **left** the project during the operating year (from 2c, columns 1 and 2), how many left for the following reasons? If a participant left for multiple reasons, **include only the primary reason.**

a.	Left for a housing opportunity before completing program	
b.	Completed program	
c.	Non-payment of rent/occupancy charge	
d.	Non-compliance with project	
e.	Criminal activity / destruction of property / violence	
f.	Reached maximum time allowed in project	
g.	Needs could not be met by project	
h.	Disagreement with rules/persons	
i.	Death	
j.	Other (please specify)	
k.	Unknown/disappeared	

1.

Destination. Of those participants who **left** during the operating year (from 2c, columns 1 and 2), how many left for the following destination?

PERMANENT (a-h)	a.	Rental house or apartment (no subsidy)	
	b.	Public Housing	
	c.	Section 8	
	d.	Shelter Plus Care	
	e.	HOME subsidized house or apartment	
	f.	Other subsidized house or apartment	
	g.	Homeownership	
	h.	Moved in with family or friends	
TRANSITIONAL (i-j)	i.	Transitional housing for homeless persons	
	j.	Moved in with family or friends	
INSTITUTION (k-m)	k.	Psychiatric hospital	
	l.	Inpatient alcohol or other drug treatment facility	
	m.	Jail/prison	
EMERGENCY SHELTER (n)	n.	Emergency shelter	
OTHER (o-q)	o.	Other supportive housing	
	p.	Places not meant for human habitation (e.g. street)	
	q.	Other (please specify)	
UNKNOWN	r.	Unknown	

1. **Supportive Services.** Of those participants who **left** during the operating year (from 2, columns 1 and 2), how many received the following supportive services during their time in the project?

a.	Outreach	
b.	Case management	
c.	Life skills (outside of case management)	
d.	Alcohol or drug abuse services	
e.	Mental health services	
f.	HIV/AIDS-related services	
g.	Other health care services	
h.	Education	
i.	Housing placement	
j.	Employment assistance	
k.	Child care	
l.	Transportation	
m.	Legal	

n.	Other (please specify)	
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-
1. **Overall Program Goals.** Under Objectives, list your measurable objectives for this operating year (from your application, Technical Submission or APR) for each of the goals listed below. Under Progress, describe your progress in meeting the objectives. Under Next Operating Year's Objectives, specify the measurable objectives for the next operating year.
-

a. Residential Stability

Objectives:

Progress:

Next Operating Year's Objectives:

a. Increased Skills or Income

Objectives:

Progress:

Next Operating Year's Objectives:

c. Greater Self-determination

Objectives:

Progress:

Next Operating Year's Objectives:

1. Beds. SHP recipients answer 17a. S+C recipients answer 17b. SRO recipients answer 17c. **(SHP-SSO projects do not complete this question.)**

- a. **SHP.** How many beds were included in the application approved for *this* project under 'Current Level' and under 'New Effort'? How many of these New Effort beds were actually in place at the end of the operating year?

	Current Level	New Effort	New Effort in Place
Number of Beds:	_____	_____	_____

- b. **S+C.** How many beds and dwelling units were being assisted with project funds at the end of the operating year? (Include beds for all participants, other family members, and care givers.)

Number of Beds: _____

Number of Dwelling Units: _____

- c. **SRO.** How many dwelling units were being assisted at end of the operating year? (Include units occupied by “in place” non-homeless persons who qualify for assistance.)

Number of Dwelling Units: _____

Part II: Financial Information

18. Supportive Services.

For Supportive Housing (SHP), this exhibit provides information to HUD on how SHP funding for supportive services was spent **during the operating year**. Enter the amount of SHP funding spent on these supportive services.

For Shelter Plus Care (S+C), this exhibit tracks the supportive services match requirement. Specify the value of supportive services from all sources that can be counted as match that all homeless persons received **during the operating year**. (S+C grantees should keep documentation on file, including source, amount, and type of supportive services.)

For Section 8 SRO, this exhibit provides information to HUD on the value of supportive services received by homeless persons **during the operating year**.

	Supportive Services	Dollars
a.	Outreach	
b.	Case management	
c.	Life skills (outside of case management)	
d.	Alcohol and drug abuse services	
e.	Mental health services	
f.	AIDS-related services	
g.	Other health care services	
h.	Education	
i.	Housing placement	
j.	Employment assistance	
k.	Child care	
l.	Transportation	
m.	Legal	
n.	Other (please specify)	
o.	TOTAL (Sum of a thru n)	
	Cumulative amount of match provided to date for the Shelter Plus Care Program under this grant	

19. Supportive Housing Program: Leasing, Supportive Services, Operating Costs and Administration

All grantees receiving funding under the Supportive Housing Program must complete these charts each operating year. For **expansion projects**: If SHP grant funds are for the expansion of a pre-existing homeless facility, only the people and expenditures for the additional expansion may be included, as in the original application or any grant amendments. Documentation of resources used is not required to be submitted with this report but should be kept on file for possible inspection by HUD and Auditors. Do not include any expenditures made before the SHP grant was executed.

Summary of Expenditures. Enter the amount of SHP grant funds and cash match expended during the operating year for each activity.

	SHP Funds	Cash Match	Total Expenditures
a. Leasing			
b. Supportive Services			
c. Operating Costs			
d. Administration			
e. Total			

Note: Payments of principal and interest on any loan or mortgage may not be shown as an operating expense.

Sources of Cash Match. Enter the sources of cash identified in the Cash Match column, above, in the following categories. Use additional sheets, as necessary.

	Amount
a. Grantee/project sponsor cash	
b. Local government (please specify)	
c. State government (please specify)	
d. Federal government (please specify)	
Community Development Block Grant (CDBG)	
e. Foundations (please specify)	
f. Private cash resources (please specify)	
g. Occupancy charge/ fees	

h.	Total
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20. Supportive Housing Program: Acquisition, Rehabilitation, and New Construction

All grantees that received SHP funds for acquisition, rehabilitation, or new construction must complete these charts in the year one APR only. This exhibit will demonstrate to HUD that the grantee has contributed enough cash to at least equally match the amount of SHP funds spent for acquisition, rehabilitation, or new construction. Documentation that matching funds were provided is not required to be submitted with this report but should be kept on file for possible inspection by HUD and Auditors.

Summary of Expenditures. Enter the amount of SHP grant funds and cash match expended during the operating year for each activity.

	SHP Funds	Cash Match	Total Expenditures
a. Acquisition			
b. Rehabilitation			
c. New construction			
d. Total			

Cash Match. Enter the sources of cash identified in the Cash Match column, above, in the following categories. Use additional sheets, as necessary.

	Amount
a. Grantee/project sponsor cash	
b. Local government (please specify)	
c. State government (please specify)	
d. Federal government (please specify)	
Community Development Block Grant (CDBG)	
e. Foundations (please specify)	
f. Private cash resources (please specify)	
g. Occupancy charge/ fees	
h. Total	

Describe any problems and/or changes implemented during the operating year.

Technical Assistance and Recommendations

Based on your experience during the last year, are there any areas in which you need technical advice or assistance? If so, please describe.

Persons Served Worksheet - HUD Annual Progress Report

This worksheet is optional and is intended to help you collect information needed to complete the Annual Progress Report. Instructions and Codes follow. Do not submit this worksheet to HUD.

[illegible]

Persons Served Worksheet (continued)

Do not submit this worksheet to HUD

[illegible]

Persons Served Worksheet (continued)

Do not submit this worksheet to HUD

[illegible]

Instructions and Codes for Persons Served Worksheet

The use of this worksheet is optional. It was designed to help you collect information on participants needed to complete the Annual Progress Report. If the worksheet is updated as participants move in and move out of your project, most of the information required for completion will be contained in the worksheet. Do not submit this worksheet with the APR.

For projects that serve families, HUD only requires reporting on the number of children served, and the age and gender of these children. Only name, relationship, date of birth, and age on the worksheet need to be completed for children. Assign the adults a number, but not each family member. Use this number to transfer to the other pages of the worksheet.

Beginning with number 4, the numbers in the columns refer to the questions on the APR form. If any questions are answered with "Other," please enter the specific "Other" answer for inclusion in the APR.

Participant Number. This column allows you to either number participants consecutively or to assign a case number. One number should be assigned to each adult.

Name. Names of persons will not be reported to HUD. The use of names is for your record keeping convenience.

Relationship. Enter the appropriate relationship. Examples include: Self, Head of household, Spouse, Child.

Entry Date. Enter date participant entered the project. Usually this will be the date of actual physical move-in for a housing project.

Exit Date. Enter date participant left the project. Usually this will be the date the participant physically moved out for a housing project. Do not include a participant who temporarily left the project and is expected to return in less than 90 days (e.g. hospitalization).

4. **Income-eligible Non-homeless in SRO.** The SRO program allows assistance to units occupied by Section 8 income-eligible persons residing at the SRO prior to rehabilitation. For SRO projects only, indicate whether the participant is an income-eligible, non-homeless person (Y) or not (N). SHP and S+C projects should skip this item.

5a. **Date of Birth.** Enter date of birth including month, day, and year.

5b. **Age.** Enter age at entry.

5c. **Gender.** Enter appropriate letter for gender.
M-Male F- Female.

6. **Veterans Status.** Indicate if the participant is a veteran. *Please note: A veteran is anyone who has ever been on active military duty status for the United States.*

7. **Ethnicity.** Enter appropriate letter for ethnic group.
- a. Hispanic or Latino
 - b. Non-Hispanic or Non-Latino
8. **Race.** Enter appropriate letter for race.
- a. American Indian or Alaskan Native
 - b. Asian
 - c. Black or African-American
 - d. Native Hawaiian or Other Pacific Islander
 - e. White

9. **Special Needs.** Enter the letter(s) for the category(ies) that describe the participant's disability(ies). (You may double count)

- a. Mental illness
- b. Alcohol abuse
- c. Drug abuse
- d. HIV/AIDS and related diseases
- e. Developmental disability
- f. Physical disability
- g. Domestic violence
- h. Other (please specify)

10. **Prior Living Situation.** Enter the letter that best describes where the participant slept in the week prior to entering the project. Do not double count.

- a. Non-housing (street, park, car, bus station, etc.)
- a. Emergency shelter
- b. Transitional housing for homeless persons
- c. Psychiatric facility*
- e. Substance abuse treatment facility*
- f. Hospital*
- g. Jail/prison*
- h. Domestic violence situation
- i. Living with relatives/friends
- j. Rental housing
- k. Other (please specify)

*If a participant came from an institution but

was there less than 30 days and were living on the street or in an emergency shelter before entering the facility, he/she should be counted in either the street or shelter category, as appropriate.

Instruction and Codes for Persons Served Worksheet (continued)

11a. Gross Monthly Income at Project Entry.

Enter the amount of gross monthly income the participant is receiving at entry into the project.

11b. Gross Monthly Income at Project Exit. Enter

the gross monthly income the participant is receiving when exiting the project.

11c. Income Sources Received at Project

Entry. Enter all types of assistance the participant is receiving at entry to the project.

- a. Supplemental Security Income (SSI)
- b. Social Security Disability Insurance (SSDI)
- c. Social Security
- d. General Public Assistance
- e. Temporary Aid to Needy Families (TANF)

- f. Child support
- g. Veterans benefits
- h. Employment income
- i. Unemployment benefits
- j. Medicare
- k. Medicaid
- l. Food Stamps
- m. Other (please specify)
- n. No Financial Resources

11d. Income Sources Received at Project Exit.

Enter all types of income the participant is receiving at project exit. (Use codes as in 11c.)

12. Length in Stay in Program.
Calculated item.

(See Entry Date and Exit Date above.)

1. Reason for Leaving Project.

- Enter the primary reason why the participant left the project. (Complete only for participants who left the project and are not expected to return within 90 days.)
- a. Left for a housing opportunity before completing the program
 - b. Completed program
 - a. Non-payment of rent/occupancy charge
 - b. Non-compliance with project
 - c. Criminal activity/destruction of property/violence
 - a. Reached maximum time allowed in project
 - b. Needs could not be met by project
 - c. Disagreement with rules/persons
 - i. Death
 - j. Other (please specify)
 - k. Unknown/disappeared

14. Destination. Enter the destination of those leaving the project.

Permanent

- a. Rental house or apartment (no subsidy)
- b. Public Housing
- c. Section 8
- d. Shelter Plus

Care

- e. HOME subsidized house or apartment
- f. Other subsidized house or apartment
- g. Homeownership
- h. Moved in with family or friends

Transitional

- i. Transitional housing for homeless persons
- j. Moved in with family or friends

Institution

- k. Psychiatric hospital
- l. Inpatient alcohol or drug treatment facility
- m. Jail/prison

Emergency

- n. Emergency shelter

Other

- o. Other supportive housing
- p. Places not meant for human habitation (e.g., street)
- q. Other (please specify)

Unknown

- r. Unknown

15. Supportive Services.

Enter all types of supportive services the participant received during the time in the project.

- a. Outreach
- b. Case management
- c. Life skills (outside of case

management)
d. Alcohol or drug abuse
services
e. Mental health services
f. HIV/AIDS-related
services
g. Other health care
services
h. Education
i. Housing placement
j. Employment
assistance
k. Child care
l. Transportation
m. Legal
n. Other (please specify

